EXHIBIT A

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY
NEWARK DIVISION

In re PHILIPS/MAGNAVOX TELEVISION LITIGATION	Civ. A. No. 09-03072 (CCC) (JAD) Class Action

STIPULATION OF CLASS ACTION SETTLEMENT

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September 15, 2011

STIPULATION OF CLASS ACTION SETTLEMENT

This Stipulation of Class Action Settlement, including its attached Exhibits (collectively, the "Settlement Stipulation" or "Agreement"), is entered into this 15th day of September 2011 by and among Plaintiffs, on behalf of themselves and on behalf of each of the Settlement Class Members, and Philips Electronics North America Corporation ("Philips" or "Defendant"). Capitalized terms used herein are defined in Section A below or indicated in parentheses elsewhere in the Settlement Stipulation.

Subject to Court approval as required by the applicable Federal Rules of Civil Procedure, and as provided herein, the Parties hereby stipulate and agree that, in consideration of the promises and covenants set forth in the Settlement Stipulation and upon the entry by the Court of a Final Judgment and Order Approving Settlement and the occurrence of the Effective Date, the claims of the Settlement Class pursued in the Action shall be dismissed with prejudice, settled and compromised upon the terms and conditions contained herein.

WHEREAS, four putative class actions were filed in various federal courts against Philips and Fuani Corporation, Inc. ("Funai") arising out of the marketing and sale of certain "Philips" and "Philips/Magnavox" brand liquid crystal display ("LCD") and plasma television models, seeking damages and equitable relief under various state laws;

WHEREAS, the cases filed in various federal courts against Philips were transferred to the District of New Jersey pursuant to the provisions of 28 U.S.C. §1404 and, together with other cases pending in the District of New Jersey, were coordinated in this litigation styled as *In re Philips/Magnavox Television Litigation*, 2:09-cv-03072-CCC-JAD (D N.J.) (the "TV Litigation");

WHEREAS, on December 30, 2009, Class Representatives filed a Consolidated Class Action Complaint (the "Consolidated Complaint") against Philips and Funai;

WHEREAS, on February 16, 2010 Philips, along with Defendant Funai filed motions to dismiss the Consolidated Complaint and, on September 1, 2010, following briefing, the Court ruled on these motions, granting and denying them in part as to Philips, and granting the motion to dismiss in its entirety as to Funai;

WHEREAS, the Plaintiffs and Philips have conducted extensive discovery regarding the merits of the Action and the feasibility of certifying a litigation class;

WHEREAS, Philips has denied and continues to deny Plaintiffs' allegations and claims in the Complaint, including those related to whether class treatment is appropriate, and has denied any wrongdoing or liability to Plaintiffs;

WHEREAS, on November 30, 2009, the Court appointed the law firms of Cohen Milstein Sellers & Toll PLLC and Horwitz, Horwitz & Paradis to serve as Interim Co-Lead Counsel, and Chimicles & Tikellis LLP as Liaison Counsel for Plaintiffs and the proposed Class;

WHEREAS, Co-Lead Counsel and Liaison Counsel representing Plaintiffs in connection with the TV Litigation have conducted an examination and investigation of the facts and law relating to the matters set forth in the Consolidated Complaint and have conducted pretrial discovery into the claims and defenses alleged in the Action, including deposition and document discovery, as well as consulting experts;

WHEREAS, in reaching the Agreement, the Parties have engaged in extensive, arm's-length negotiations, including their participation in a significant mediation of the final terms of the Agreement under the auspices of the Hon. Nicholas Politan, a retired United States District Judge (the "Mediator"), on August 18, 2011;

WHEREAS, Plaintiffs believe that the claims asserted in the Action have substantial merit; however, taking into account the extensive burdens and expense of litigation, including the risks and uncertainties associated with protracted trials and appeals, as well as the fair, cost-effective and assured method of resolving the claims of the Settlement Class, Plaintiffs' Counsel have concluded that the Settlement Stipulation provides substantial benefits to the Settlement Class, and is fair, reasonable, adequate, and in the best interests of Plaintiffs and the Settlement Class;

WHEREAS, although Philips denies Plaintiffs' allegations in the Consolidated Complaint, wrongdoing of any kind, and believes that the Action is without merit, Philips also has taken into account the uncertainty, risk, delay and costs inherent in litigation and agreed to enter into the Agreement to avoid any further litigation expenses and inconvenience, and to remove the distraction of burdensome and protracted litigation;

WHEREAS, it is the intention and desire of the Plaintiffs and Philips to compromise, resolve, dismiss and release all allegations and claims for damages or equitable relief relating to the marketing, design and sale of the Philips Plasma TVs as set forth in the Consolidated Complaint and that have been or could have been brought by the Settlement Class Members against Philips in the Action;

WHEREAS, the Parties have agreed that an appropriate resolution of this controversy is accomplished through the benefits, releases and orders set forth in or attached to the Settlement Stipulation, and intend that the Settlement resolves all claims and disputes arising out of, or relating to, the marketing, design and sale of the Philips Plasma TVs on the terms set forth in the Settlement Stipulation; and

WHEREAS, Plaintiffs and Philips agree that any and all allegations and claims for damages or equitable relief relating to the marketing, design and sale of the Philips televisions as set forth in the Consolidated Complaint by Plaintiffs Bray, Carter, St. Angel and Tejada (the "Excluded Plaintiffs") are in no way compromised, resolved, dismissed or released in any matter by execution of this Settlement Stipulation; and that the Excluded Plaintiffs shall not be considered Settlement Class Members nor have any rights, duties, obligations or benefits arising from this Settlement Stipulation.

NOW, THEREFORE, the Settlement Stipulation is entered into by and among the Parties, by and through their respective counsel and representatives, and the Parties agree that: (a) upon approval of the Court after the hearing(s) provided for in the Settlement Stipulation, the claims of the Settlement Class in the Action shall be settled and compromised as between Plaintiffs and the Settlement Class, and Defendant; and (b) upon Court approval of the Agreement, the [Proposed] Final Judgment and [Proposed] Order Approving Settlement, substantially in the form attached as Exhibits 1 and 2 hereto, shall be entered dismissing the claims of the Settlement Class in the Action with prejudice and releasing all Released Claims, as defined herein, against Defendant and all Released Parties, all on the following terms and conditions:

A. DEFINITIONS

As used in the Settlement Stipulation and the Exhibits hereto, in addition to any definitions elsewhere in parentheses in the Settlement Stipulation, the following terms shall have the meanings set forth herein:

1. "Action" or "TV Litigation" means *In re Philips/Magnavox Television Litigation*, 2:09-cv-03072-CCC-JAD (D. N.J.).

2. "Award" means the monetary relief obtained by Settlement Class Members pursuant to Section D.1. of this Agreement, as may be applicable to such person.

3. "Attorneys' Fees and Expenses" means such funds as may be awarded by the Court to Co-Lead and Liaison Counsel to compensate them and all other Plaintiffs' Counsel in this Action for their fees and expenses in connection therewith, as described more particularly in Section I of this Settlement Stipulation.

4. "CAFA Notice" means the notice required under 28 U.S.C. § 1715(b).

5. "Claim" means a request for relief pursuant to Section E of this Agreement submitted by a Settlement Class Member on a Claim Form filed with the Claims Administrator in accordance with the terms of the Settlement Stipulation.

6. "Claim Form" means the form or forms to be used by Settlement Class Members for filing Claims with the Claims Administrator. The proposed Claim Form are subject to Court approval and attached hereto as Exhibit 3.

7. "Claims Administration Expenses" means the expenses incurred by the Claims Administrator in administering the Notice Program and processing all Claims by Settlement Class Members.

8. "Claims Administrator" means Dahl, Inc., which, subject to Court approval, is the Person identified by Philips to administer the Notice Program, to respond to inquiries from Settlement Class Members, and to oversee the timely processing and payment of Claims as set forth in the Settlement Stipulation.

9. "Claims Deadline" means the court-approved date by which all Claim Forms must be postmarked or received by the Claims Administrator to be considered timely. The

Claims Deadline shall be set forth in the Court Orders granting preliminary and final approval of the Settlement, the Notices, and on the Settlement Website.

10. "Class Notice" or "Notice" means the forms of notice to be disseminated to Settlement Class Members with regard to the Settlement. The proposed long-form and short-form notices are attached respectively hereto at Exhibits 4 and 5.

11. "Class Representatives" or "Plaintiffs" means Plaintiffs Mancinelli, Seitsinger, Juried, Margrif, Rock, and Youngblood and does not include the Excluded Plaintiffs.

12. "Co-Lead Counsel" means the law firms of Cohen Milstein Sellers & Toll PLLC and Horwitz, Horwitz & Paradis.

13. "Consolidated Complaint" means the Consolidated Class Action Complaint filed in the Action on December 30, 2009.

14. "Covered Product" means a Philips Plasma TV (as defined herein).

15. "Court" means the United States District Court for the District of New Jersey, the Honorable Claire C. Cecchi presiding.

16. "Defendant" means Philips Electronics North America Corporation.

17. "Effective Date" means either: (a) the date thirty-five days after the entry of the Final Judgment and Order Approving Settlement, if no motions for reconsideration and/or no appeals or other efforts to obtain review have been filed; or (b) in the event that an appeal or other effort to obtain review has been initiated, the date thirty-five days after such appeal or other review has been finally concluded and is no longer subject to any further review, whether by appeal, petitions for rehearing, petitions for rehearing en banc, petitions for writ of certiorari, or otherwise. However, in the event of an appeal or other effort to obtain review, the Parties may jointly agree in writing to deem the Effective Date to have occurred in accordance with Section

A.19 in the absence of a court order to the contrary; however, there is no obligation to agree to advance the Effective Date.

18. "Excluded Plaintiffs" mean Plaintiffs Bray, Carter, St. Angel and Tejada.

19. "Final Approval Hearing" means the hearing to be conducted by the Court in connection with its determination of the fairness, adequacy and reasonableness of the Settlement in accordance with applicable jurisprudence, and which shall occur no earlier than the 91st day after the last CAFA Notice is provided hereunder by Philips.

20. "Final Judgment and Order Approving Settlement" means the Final Judgment and Order Approving Settlement to be entered by the Court, substantially in the form of Exhibit 2 and conforming to Section J herein, approving the Settlement without material alteration, as fair, adequate and reasonable, confirming the certification of the Settlement Class for purposes of the Settlement only, dismissing the Action with prejudice, and issuing such other findings and determinations as the Court and/or the Parties deem necessary and appropriate to implement the Settlement.

20. "Incentive Award" means the payment approved by the Court and made by Philips to compensate each of the Class Representatives for efforts undertaken by them on behalf of the Settlement Class Members.

21. "Liaison Counsel" means the law firm of Chimicles & Tikellis LLP. Taken together, Co-Lead Counsel and Liaison Counsel are sometimes referred to as "Class Counsel".

22. "Notice Date" means the date upon which the Class Notice is first disseminated to the Settlement Class.

23. “Notice Expenses” means the reasonable costs and expenses incurred in connection with preparing, printing, disseminating, posting, emailing, internet hosting and publishing the Class Notice, and all other aspects of administering the Notice Program.

24. “Notice Program” means the plan as set forth in Section F herein and approved by the Court for disseminating the Class Notice.

25. “Opt-Out” and “Objection Date” means the date, to be set by the Court, by which a Request For Exclusion must be filed with the Claims Administrator in order for a Settlement Class Member to be excluded from the Settlement Class, and the date by which Settlement Class Members must submit objections to the Claims Administrator and the parties, if any, to the Settlement in accordance with Section F herein.

26. “Party” or “Parties” means the parties to this Agreement, *i.e.*, the Class Representatives and/or Philips.

27. “Person(s)” means any adult individual and any minor child of whom such adult individual is the parent or guardian, any corporation, trust, partnership, limited liability company or other legal entity, and their respective successors or assigns.

28. “Philips” means Philips Electronics North America Corporation, and all of its current or former United States and foreign subsidiaries, predecessors, successors, parents, affiliates and assigns.

29. “Philips’ Counsel” means the law firms of Sullivan & Cromwell LLP and Robinson, Wettre, Miller LLC.

30. “Philips Plasma TVs” means those “Philips” or “Magnavox” branded plasma television sets identified in Section A(42), *supra*, and on the attached Schedule A, each with a

serial number reflecting a manufacturing date between November 1, 2005 through December 31, 2006.

31. "Plaintiffs' Counsel" means all attorneys representing Plaintiffs or Class Representatives.

32. "Power Supply Board" means a circuit board responsible for regulating power to the Plasma TV.

33. "Preliminary Approval Order" means the order to be entered by the Court, substantially in the form of Exhibit 1 and conforming to Section C.1. herein, conditionally certifying the Settlement Classes, preliminarily approving the Settlement, setting the date of the Final Approval Hearing, appointing Co-Lead Counsel as Counsel for the Settlement Class, approving the Notice Program, Class Notice, and Claim Form, barring the commencement of further litigation by Settlement Class Members relating to a Released Claim and setting dates for the Claims Deadline, Opt-Out and Objection Date, and Notice Date.

34. "Proof of Purchase" means documentation from a third-party commercial source reasonably establishing the fact of purchase of and payment for a Philips Plasma TV, as determined by the Claims Administrator.

35. "Proof of Repair" means documentation from a third-party commercial source reasonably establishing the fact that a Philips Plasma TV was repaired and that costs were paid in connection with the Philips Plasma TV repair, as determined by the Claims Administrator.

36. "Released Claim" is defined in Paragraph H.1. herein.

37. "Released Party" is defined in Paragraph H.1. herein.

38. "Releasing Party" is defined in Paragraph H.1. herein.

39. "Releases" means the releases contemplated in accordance with Sections G and H herein.

40. "Request For Exclusion" means the written communication that must be filed with the Claims Administrator and postmarked on or before the Opt-Out and Objection Date by a Settlement Class Member who wishes to be excluded from the Settlement Class.

41. "Settlement" and "Settlement Stipulation" means the terms and conditions of this Stipulation of Class Action Settlement.

42. "Settlement Class" and "Settlement Class Member(s)" means all Persons who purchased new or received as a gift a new "Philips" or "Magnavox" Plasma TV of one of the following models in the United States with a serial number reflecting a manufacturing date between November 1, 2005 through December 31, 2006:

50PF9830A/37	42PF9630A/37
50PF9731D/37	42PF7321D/37
50PF9631D/37	42PF7320A/37
50PF9630A/37	42PF7220A/37
50PF9431D/37	42PF5321D/37
50PF7321D/37	50MF231D/37
50PF7320A/37	50PF7220A/37

Excluded from the Settlement Class are: (1) any person that has already obtained any refund from Philips or any retailer in connection with the Philips Plasma TVs for which the Class Members seek relief in this case, (2) any Person who files a valid, timely Request for Exclusion; (3) any Person who purchased a Philips Plasma TV, but gave away such product as a gift; and (4) any Judges to whom this Action is assigned and any member of their immediate families.

43. "Settlement Consideration" means the consideration exchanged by and between Philips and the Settlement Class, as set forth in this Settlement Stipulation.

44. "Settlement Website" means an Internet website hosted by the Claims Administrator containing relevant details of the Settlement, as further provided in Section E.6.

45. "United States" includes the fifty states of the United States of America, the District of Columbia, and all territories and possessions of the United States of America.

46. "Voucher" means the document that Settlement Class Members may elect to receive for relief under Section D.1 herein and that will entitle the Person presenting such Voucher to the Claims Administrator along with proof of purchase of an Eligible Product to receive a rebate of up to the specified amount from Philips, provided the Person provides proof that the amount he or she paid for the Eligible Product is equal to or exceeds the requested rebate.

B. FOR SETTLEMENT PURPOSES ONLY

1. This Agreement is for settlement purposes only, and neither the fact of, nor any provision contained in, this Agreement or its Exhibits, nor any action taken hereunder shall constitute, be construed as, or be admissible in evidence as an admission of: (a) the validity of any claim or allegation by Plaintiffs or of any defense asserted by Defendant in the Action or any other action or proceeding; (b) the appropriateness of the Settlement Class as a class for purposes of further litigation and trial; (c) any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, Defendant, Released Party, Settlement Class Member or their respective counsel; or (d) the merits or lack thereof of the claims or defenses of the Excluded Plaintiffs against Philips.

2. The Settlement Stipulation is without prejudice to the rights of each Releasing Party and each Released Party to seek or oppose class certification in the Action for purposes of

further litigation and trial should the Settlement Stipulation not be finally approved or implemented for any reason.

C. PRELIMINARY APPROVAL; CAFA NOTICE; COOPERATION THROUGH FINAL APPROVAL

1. Preliminary Approval

On or before September 16, 2011, the Parties shall file the Settlement Stipulation with the Court for its Preliminary Approval and shall jointly move the Court for entry of an order, substantially in the form of Exhibit 1 hereto, which by its terms shall:

a. Determine, preliminarily, that this Settlement Stipulation and the Settlement set forth herein fall within the range of reasonableness and merits possible final approval and dissemination of Notice to the Settlement Class;

b. Determine, preliminarily, that the Class Representatives are members of the Settlement Class and that, for purposes of the Settlement, they satisfy the requirements of typicality, and that they adequately represent the interests of the Settlement Class Members, and appoint them as the representatives of the Settlement Class;

c. Determine, preliminarily, that the Settlement Class meets all applicable requirements of Fed. R. Civ. P. 23 ("Rule 23"), and conditionally certify the Settlement Class for purposes of the Agreement under Rule 23 for settlement purposes only;

d. Appoint Co-Lead Counsel as Class Counsel pursuant to Rule 23(g);

e. Schedule the Final Approval Hearing to: (i) determine finally whether the Settlement Class satisfies the applicable requirements of Rule 23 and should be finally certified for settlement purposes only; (ii) review objections, if any, regarding the Agreement; (iii) consider further the fairness, reasonableness and adequacy of the Settlement; (iv) consider Co-Lead Counsel's application for an award of attorneys' fees and reimbursement of expenses; (v) determine the validity of Requests for Exclusion and exclude from the Settlement Class those Persons who validly and timely Opt-Out; (vi) consider Co-Lead Counsel's application for payment of Incentive Awards to the named Plaintiffs; and (vii) consider whether the Court shall issue the Final Judgment and Order Approving Settlement approving the Settlement and dismissing the Action and all Constituent Actions with prejudice pursuant to Rule 54(b);

f. Set a briefing schedule for the Final Approval Hearing and Plaintiffs' Counsel's request for attorneys' fees and expenses, and incentive awards for the Class Representatives;

g. Consider and determine that the Class Notice and the Notice Program: (i) meets the requirements of Rule 23(c)(3) and due process; (ii) is the best practicable notice under the circumstances; (iii) is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed Settlement or Opt-Out of the Settlement Class; and (iv) is reasonable and constitutes due, adequate and sufficient notice to all those entitled to receive notice;

h. Consider and approve the proposed Class Notice, Claim Form, and Notice Program;

i. Direct Philips or its designee(s) to cause the Class Notice to be disseminated in the manner set forth in the Notice Program on or before the Notice Date;

j. Consider and approve the designation of Dahl, Inc. as the Claims Administrator;

k. Require each Settlement Class Member who wishes to Opt-Out of the Settlement Class to submit a timely written Request for Exclusion, on or before the Opt-Out and

Objection Date, to the Claims Administrator, to Co-Lead Counsel, and to Philips' Counsel, as specified in Section F herein;

l. Rule that any Settlement Class Member who does not submit a timely written Request for Exclusion will be bound by all proceedings, orders and judgments in the Action;

m. Require any Settlement Class Member who wishes to object to the fairness, reasonableness or adequacy of the Agreement or to the award of attorneys' fees, costs and expenses and/or the Incentive Awards to submit to the Claims Administrator and deliver to Co-Lead Counsel and Philips' Counsel, postmarked on or before the Opt-Out and Objection Date, a statement of his or her objection, as well as the specific reason, if any, for each objection, including any legal support the Settlement Class Member wishes to bring to the Court's attention and any evidence the Settlement Class Member wishes to introduce in support of his or her objection, and to state whether the Settlement Class Member and/or his or her counsel wishes to make an appearance at the Final Approval Hearing, or be forever barred from separately objecting;

n. Enter an order enjoining any new litigation related to Philips Plasma TVs by any Settlement Class Member;

o. Enter an order continuing all applicable pre-trial deadlines in the Action so that Philips and Plaintiffs shall in no way be prejudiced by their efforts to resolve the claims resolved through this Agreement; and

p. Establish:

(i) the date and time of the Final Approval Hearing.

(ii) the Notice Date: The Parties propose that the Notice Date be eighty days before the Final Approval Hearing.

(iii) the Opt-Out and Objection Date: The Parties propose that the Opt Out and Objection Date be twenty one days before the Final Approval Hearing.

(iv) the Claims Deadline: The Parties propose that the Claims Deadline be seventy-five days after the Final Approval Hearing.

2. Cooperation

The Parties acknowledge that each intends to implement the Settlement. The Parties shall, in good faith, cooperate and assist with and undertake all reasonable actions and steps in order to accomplish all required events on the schedule set by the Court, and shall use their best efforts to implement all terms and conditions of the Settlement Stipulation. Nothing in this provision, however, requires either Party to waive its rights hereunder, or to change the consideration provided hereunder.

3. CAFA Compliance

Philips shall provide the CAFA Notice, as required by 28 U.S.C. § 1715(b), on the Attorney General of the United States and the various states' attorneys general for state or other political entity as may be required to ensure that the Releases provided herein are fully enforceable in accordance with their terms. The Parties shall cooperate to provide the CAFA Notice as soon as possible after the filing of this Settlement Stipulation, but in no event no later than ten days after the filing of this Settlement Stipulation with the Court. As set forth below, Philips shall bear the costs associated with providing this CAFA Notice.

4. Confirmatory Discovery

Considerable discovery has already occurred in this action, including review of over 170,000 pages of documents produced by Philips, and depositions of Philips' employees and of all but one of the Plaintiffs. Further, Co-Lead Counsel will review additional information obtained from Philips and other publicly-available information to further confirm that the appropriate television models and model years are included in this Settlement before preliminary approval.

5. Certification of Settlement Class

As part of this Settlement Stipulation, the Parties stipulate to certification of the Settlement Class for settlement purposes only pursuant to Fed. R. Civ. P. 23.

D. SETTLEMENT CONSIDERATION

1. Monetary Relief for Settlement Class Members

In addition to all other Settlement Consideration set forth in the Agreement, Settlement Class Members who timely file Claims by the Claims Deadline and provide all required proof or documentation and comply with all other conditions and requirements specified herein, all as approved and validated by the Claims Administrator, shall have the right to obtain relief, as detailed herein.

CATEGORY A: Any Settlement Class Member who:

(a) submits a timely, valid and written Claim; ***and***

(b) provides proof that they purchased or received as a gift a new Philips Plasma TV in the United States; ***and***

(c) provides an attestation[1] that they called Philips regarding a problem with their Philips Plasma TV (and Philips must have a record of the call); ***and***

(d) provides proof[2] that, before the submission of a Claim Form, the Philips Plasma TV was repaired and that the repair consisted of the replacement

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1 All attestations and Claim Forms required under the Settlement Stipulation are attached as Exhibit 3.

2 Anytime that "proof" is required, such proof shall be acceptable when it satisfies the Claims Administrator as such.

of either the Power Supply Board or a damaged or non-functioning capacitor on the Power Supply Board; ***and***

(e) provides an attestation that they never previously obtained any refund or other compensation from any Philips-related entity in connection with the Philips Plasma TV for which they seek relief here.

shall receive, at Claimant's election, either: (1) a voucher for the greater of (a) 80% of the amount in Schedule A that corresponds to that Class Member's Philips Plasma TV or (b) the amount paid by the Class Member to replace the Power Supply Board or a damaged or non-functioning capacitor on the Power Supply Board (up to a total voucher amount of $160, if Claimant can prove repair costs and payment of at least that level) OR (2) a cash payment in the amount of $65 for each Philips Plasma TV for which the required proof is provided.[3]

CATEGORY B: Any Settlement Class Member who:

(a) submits a timely, valid and written Claim; ***and***

(b) provides proof that they purchased or received as a gift a new Philips Plasma TV in the United States; ***and***

(c) provides proof that, before submission of a Claim Form, the Philips Plasma TV was repaired and that the repair consisted of the replacement of either the Power Supply Board or a damaged or non-functioning capacitor on the Power Supply Board, including proof of the cost of the repairs and payment of that amount; ***and***

[3] As described below, except for those Settlement Class Members in Category E, each Settlement Class Member is limited to three vouchers or cash payments.

(d) provides an attestation that they never previously obtained any refund or other compensation from any Philips-related entity in connection with the Philips Plasma TV for which they seek relief here.

shall receive either: (1) a voucher for the greater of (a) 70% of the amount in Schedule A that corresponds to that Class Member's Philips Plasma TV or (b) the amount paid by the Class Member to replace the Power Supply Board or a damaged or non-functioning capacitor on the Power Supply Board (up to a total voucher amount of $145, if Claimant can prove repair costs and payment of at least that level) OR (2) a cash payment in the amount of $55 for each Philips Plasma TV for which the required Proof is provided.

CATEGORY C: Any Settlement Class Member who:

(a) submits a timely, valid and written Claim; ***and***

(b) provides proof that they purchased or received as a gift a new Philips Plasma TV in the United States; ***and***

(c) provides an attestation that they called Philips regarding a problem with the Philips Plasma TV (and Philips must have a record of the call); ***and***

(d) provides an attestation (in an open ended manner) that the Philips Plasma TV failed as a result of a problem with the Power Supply Board or a damaged or non-functioning capacitor on the Power Supply Board and that the Philips Plasma TV was never repaired; ***and***

(e) provides an attestation that they never previously obtained any refund or other compensation from any Philips-related entity in connection with the Philips Plasma TV for which they seek relief here.

shall receive a voucher for 50% of the amount in Schedule A that corresponds to that Class Member's Philips Plasma TV for each Philips Plasma TV for which the required Proof is provided.

CATEGORY D: Any Settlement Class Member who:

(a) submits a timely, valid and written Claim; ***and***

(b) provides proof that they purchased or received as a gift a new Philips Plasma TV in the United States; ***and***

(c) provides an attestation (in an open ended manner) that the Philips Plasma TV failed as a result of a problem with the Power Supply Board or a damaged or non-functioning capacitor on the Power Supply Board and that the Philips Plasma TV was never repaired; ***and***

(d) provides an attestation that they never previously obtained any refund or other compensation from any Philips-related entity in connection with the Philips Plasma TV for which they seek relief here.

shall receive a voucher for 30% of the amount in Schedule A that corresponds to that Class Member's Philips Plasma TV for each Philips Plasma TV for which the required Proof is provided.

CATEGORY E: Any Settlement Class Member who:

(a) submits a timely, valid and written Claim; ***and***

(b) provides proof that they purchased or received as a gift a new Philips Plasma TV in the United States; ***and***

(c) provides an attestation that they still own the Philips Plasma TV; ***and***

(d) provides an attestation that they never previously obtained any refund or other compensation from any Philips-related entity in connection with the Philips Plasma TV for which they seek relief here.

shall receive a voucher for 20% of the amount in Schedule A that corresponds to that Class Member's Philips Plasma TV.

2. Limits on Class Member Relief and Reallocations

There shall be no limit on the number of vouchers to be distributed in the aggregate to the Settlement Class Members. There shall be no limit on the value of the voucher payments under the Settlement Agreement. Except for those in Class E (where only one voucher shall be permitted per household and/or address), Settlement Class Members may submit, subject to proof, up to three Claim Forms and are limited to three vouchers and/or cash payments pursuant to the Settlement Agreement.

There shall be an "all-in" limit of $4,000,000.00 in cash payments to Settlement Class Members under the Settlement Agreement (the "Settlement Cap"). If the Settlement Cap is reached, there shall be a proration of the cash payment amounts to ensure compliance with the limitation described herein.

3. Voucher Terms

A. Vouchers shall be fully transferable; and

B. Voucher must be used within twelve months after issuance and after that date shall become valueless; and

C. Vouchers may be used for the purchase of any new (i) Philips audio or video products (excluding televisions), (ii) Philips Norelco shaving and grooming products, (iii) Philips

Sonicare oral care products, (iii) Philips accessories, and (iv) Avent-branded products (collectively the "Eligible Products").

4. Costs of Notice, Administration, and Other Costs and Expenses

Philips shall be responsible to pay all Claims Administration Expenses and all Notice Expenses, including the CAFA Notice.

E. CLAIMS DEADLINES, CLAIM FORMS, AND ADMINISTRATION

1. All Claims must be submitted with a Claim Form postmarked by the Claims Deadline. The Claims Deadline shall be clearly set forth in the Settlement Class Notice, the websites of the Claims Administrator and of Co-Lead Counsel, and the Claim Form. Settlement Class Members who do not timely submit a completed Claim Form shall not be eligible for an Award, and waive any rights to such an Award. The Claims Administrator may, in its sole discretion, however, permit a Settlement Class Member who makes a timely Claim to remedy deficiencies in such Settlement Class Member's Claim Form or related documentation.

2. Those Settlement Class Members submitting Claims under any of the categories detailed above must submit to the Claims Administrator a timely Claim Form. Claim Forms must be signed by the Settlement Class Member by hand under penalty of perjury (but need not be notarized). Claim Forms will be made available by mail and for downloading from the Settlement Website maintained by the Claims Administrator and on the websites of Co-Lead Counsel. Class Members may submit completed and signed Claim Forms to the Claims Administrator by mail, private courier, or facsimile. Philips agrees that information provided by Settlement Class Members on Claim Forms shall be kept confidential, shall be used only for purposes of administering the Settlement, and shall not be used for marketing or any other commercial purposes.

3. Philips appoints, and the Class Representatives and Co-Lead and Liaison Counsel accept, Dahl, Inc. to serve as the Claims Administrator. The Claims Administrator will be approved by the Court and will be subject to the Court's supervision and direction as circumstances may require. The Claims Administrator will administer the Notice Program and Claims process, and oversee the distribution of Awards to Settlement Class Members in accordance with the terms of the Settlement and orders of the Court. The Claims Administrator shall determine if a Settlement Class Member is making a claim on a Covered Product. The Claims Administrator shall also maintain the Settlement Website to which Settlement Class Members shall be directed for further information regarding the Settlement and other information as set forth in Section E.6. In its discretion after the Claims Deadline has passed, the Claims Administrator may determine to take down the Settlement Website, or portions of it.

4. The Claims Administrator shall administer the relief for Settlement Class Members provided by the Agreement by resolving Claims in a cost effective and timely manner, taking into account all of the circumstances presented to the Claims Administrator. Nothing in this Stipulation shall require the Claims Administrator to provide Awards before the Effective Date or process claims before the Effective Date. The Claims Administrator may utilize the resources of Philips to identify Class Members; to train the Claims Administrator's personnel on Television model and serial number identification; to facilitate providing notice; to assist with establishing the Settlement Website; and to accomplish such other purposes as may be approved by Philips and Co-Lead Counsel; provided, however, that the determination of the validity of Claims shall be made by the Claims Administrator. The Claims Administrator shall maintain records of all Claims submitted. The Claims Administrator shall maintain all such records until the later of ninety days after either the Effective Date or all Claims have been finally resolved,

and such records will be made available at any time to Co-Lead or Liaison Counsel or Philips' Counsel upon request by Co-Lead or Liaison Counsel and Philips' Counsel. Claim Forms and supporting documentation will be kept confidential by the Claims Administrator and will be provided only to the Court upon request and to Co-Lead and Liaison Counsel and Philips Counsel to monitor the progress of the payment of the Awards, to monitor the filing of claims, and to the extent necessary to resolve issues pursuant to Section E.5. The Claims Administrator also shall provide such reports and such other information to the Court as it may require.

5. The Claims Administrator will review and validate all Claims submitted by Settlement Class Members. The Claims Administrator shall have the discretion to review Claims with the objectives of efficiency and effecting substantial justice to the Parties and the Settlement Class Members. The Claims Administrator shall have the right to contact Settlement Class Members to validate Claims. The validity of a Claim will be assessed based on the totality of the Claim. Issues regarding the validity of Claims that cannot be resolved by the Claims Administrator shall be submitted to Counsel for Philips and Co-Lead Counsel for resolution and, if no resolution is reached, to the Court.

6. The Claims Administrator shall cause a website to be created containing Claims information and relevant documents, including but not limited to, all applicable deadlines; the long-form Class Notice; downloadable Claim Forms; FAQs and answers; orders of the Court pertaining to the Settlement; this Stipulation; a toll-free telephone number and addresses to contact the Claims Administrator by e-mail and mail; and means to identify Philips Plasma TVs. Philips shall pay the cost of creating and maintaining the Settlement Website and the Settlement Website may be rendered inactive at Philips' sole discretion after the Claims Deadline.

F. NOTICE TO THE SETTLEMENT CLASS, OBJECTION, AND OPT-OUT RIGHTS

1. Subject to Court approval, notice shall be accomplished by the following:

a. mailing a postcard containing information related to the settlement and an URL for a specially-created website dedicated to the settlement (the "Settlement Website") to all purchasers of a Philips Plasma TV for whom Philips has a mailing address in its customer database; a copy of that post card can be found at Exhibit 6;

b. sending an email message containing information related to the settlement and a link to the Settlement Website to all purchases of a Philips Plasma TV for whom Philips has an email address in its customer database (note that for those customers for whom Philips has both an email and mailing address, only the email address will be used); a copy of that email can be found at Exhibit 7;

c. a one-time publication of a 1/8th page advertisement in the weekend edition of USA Today;

d. for the one week period following the USA Today publication, internet advertising targeting potential class members through keyword services provided by Google and Yahoo;

e. the issuance of an agreed-upon press release with a link to the Settlement Website through the PR Newswire service, which will distribute the press release to approximately 5,815 newspapers, television stations, radio stations and magazines as well as approximately 5,400 websites and online databases, including all major search engines;

f. posting notice on the Philips website related to televisions and/or audio/visual products together with a link to the Settlement Website;

g. a toll-free telephone support system will be established that will provide Class Members with (1) general information about the settlement; (2) frequently asked questions; and (3) the ability to request a Notice and Claim Form;

h. Co-Lead Counsel shall provide a direct link to the Settlement Website from their respective firm websites;

i. a non-binding request to major former Philips television retailers to create a link to the Settlement Website.

2. Upon Preliminary Approval of the Settlement, as the Court may direct, the Claims Administrator shall cause the Class Notice to be disseminated to potential Settlement Class Members as provided herein. Notice shall be disseminated pursuant to the Notice Program on or before the Notice Date. Copies of the proposed forms of Class Notice are attached as Exhibits 4 and 5.

3. The Class Notice shall:

a. contain a short, plain statement of the background of the Action and the proposed Settlement;

b. describe the proposed Settlement relief as set forth in this Agreement;

c. inform Settlement Class Members that, if they do not exclude themselves from the Settlement Class, they may be eligible to receive relief;

d. describe the procedures for participating in the Settlement and advise Settlement Class Members of their rights, including their right to file a Claim to receive an Award under the Settlement, to Opt-Out of same, or object thereto;

e. explain the scope of the Release and Covenant Not To Sue, and the impact of the proposed Settlement on any existing litigation, arbitration or other proceeding;

f. state that any Award to Settlement Class Members under the Settlement is contingent on the Court's final approval of the proposed Settlement;

g. explain that neither Counsel for the Parties, nor the Claims Administrator may advise on the tax consequences of participating or not participating in the Settlement;

h. explain the procedures for opting out of the Settlement and specifying that so-called "mass" or "class" Opt-Outs shall not be allowed;

i. provide that any objection to the Settlement and any papers submitted in support of said objection will be considered only if the Settlement Class Member making an objection has submitted timely notice of his or her intention to do so, with the grounds for the objection, and has submitted copies of such papers he or she proposes to submit at the Final Approval Hearing to the Claims Administrator and served copies of such papers on Co-Lead Counsel and Philips' Counsel on or before the Opt-Out and Objection Date, as approved by the Court and specified in the Class Notice; and

j. identify the existence of an injunction, barring new suits by Class Members relating to the Released Claims, until consideration of the Settlement Stipulation is concluded by the Court.

4. Any Settlement Class Member who intends to object must do so on or before the Opt-Out and Objection Date. In order to object, the Settlement Class Member must include in the objection submitted to the Claims Administrator and served on Co-Lead Counsel and Philips' Counsel: (a) the name, address, telephone number of the Person objecting and, if represented by counsel, of his/her counsel; and (b) Proof of Purchase or acquisition of a Philips Plasma TV or a full attestation regarding whether the person purchased a Philips Plasma TV, including an attestation regarding why such purported Settlement Class Member does not have any such Proof

of Purchase; (c) the serial number and model number of their Philips Plasma TV, and (d) a list of all cases in which the objector has filed an objection related to any class action settlement within the past three years. An objecting Settlement Class Member must state, specifically and in writing, all objections and the basis for any such objections, and provide a statement of whether he/she intends to appear at the Final Approval Hearing, either with or without counsel. Any Settlement Class Member who fails to submit and serve timely a written objection and notice of his or her intent to appear at the Final Approval Hearing pursuant to this Section F.3., as detailed in the Notice, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by appeal or other means. The Claims Administrator shall provide copies of all objections to counsel for the Parties, who shall file them with the Court. An objecting Settlement Class Member may only object on his or her own individual behalf; mass or class objections shall not be permitted.

5. Prior to the Final Approval Hearing, the Claims Administrator shall provide to the Court documentation that Notice was provided in accordance with the Notice Program.

6. A Settlement Class Member who wishes to Opt-Out of the Settlement Class must do so on or before the Opt-Out and Objection Date. In order to Opt-Out, a Settlement Class Member must complete and send to the Claims Administrator a Request For Exclusion that is post marked no later than the Opt-Out and Objection Date. The Request for Exclusion must be personally signed by hand by the Settlement Class Member requesting exclusion and contain a statement that indicates a desire to be excluded from the Settlement Class. So-called “mass” or “class” opt-outs shall not be allowed.

7. Except for those Settlement Class Members who timely and properly file a Request for Exclusion, all other Settlement Class Members will be deemed to be Settlement Class Members for all purposes under the Settlement Stipulation, and upon the Effective Date, will be bound by its terms, regardless of whether they file a Claim or receive any monetary relief.

8. Any Settlement Class Member who properly opts out of the Settlement Class shall not: (a) be bound by any orders or judgments entered in the Action relating to the Settlement; (b) be entitled to relief under, or be affected by, the Agreement; (c) gain any rights by virtue of the Agreement; or (d) be entitled to object to any aspect of the Settlement.

9. The Claims Administrator shall provide Co-Lead and Liaison Counsel and Philips's Counsel with a list of all timely Requests For Exclusion within five (5) business days after the Opt-Out and Objection Date.

G. EXCLUSIVE REMEDY; RELEASES; JURISDICTION OF COURT

The Settlement Stipulation shall be the sole and exclusive remedy for any and all Released Claims of all Releasing Parties against all Released Parties. The Releases are entirely independent from the dismissals with prejudice contained in, and made a part of, this Settlement Stipulation. No Released Party shall be subject to liability or expense of any kind to any Releasing Party with respect to any Released Claim. Upon entry of the Final Judgment and Order Approving Settlement, each and every Releasing Party shall be permanently barred and enjoined from initiating, asserting and/or prosecuting any Released Claim against any Released Party in any court or any forum.

H. RELEASES AND COVENANT NOT TO SUE

1. The following terms have the meanings set forth herein:

a. "Released Claim" means any individual, class, representative, group or collective claim, liability, right, demand, suit, matter, obligation, damage, loss, action or cause of action, of every kind and description that a Releasing Party has or may have, including assigned claims, whether known or unknown, asserted or unasserted, latent or patent, suspected or unsuspected, concealed or hidden, that is, has been, could have been or in the future might reasonably be asserted under any body of law by the Releasing Party either in the Court or any other court or forum, regardless of legal theory or relief claimed, and regardless of the type of relief or amount of damages claimed, against any of the Released Parties arising from, or in any way relating to, the sale, marketing, design or advertising of a Philips Plasma TV. Nothing in these Releases shall be deemed a release of a claim for personal injuries arising out of the use of a Philips Plasma TV.

b. "Released Party" means Philips, and any retail seller and/or distributor of Philips Plasma TVs, including all of their current and former predecessors, successors, assigns, parents, subsidiaries, divisions, departments, and affiliates, and any and all of their past, present and future officers, directors, employees, stockholders, partners, agents, servants, successors, attorneys, insurers, representatives, licensees, licensors, customers, subrogees and assigns.

c. "Releasing Party" means each Settlement Class Member (including the Class Representatives representing such Settlement Class) and any Person claiming by or through him/her/it as his/her/its spouse, child, ward, next friend, heir, devisee, legatee, invitee, employee, customer, associate, co-owner, attorney, agent, administrator, predecessor, successor, assignee, representative of any kind, shareholder, partner, director, or affiliate.

d. "Covenant Not To Sue" means the agreement that, upon entry of the Final Judgment and Order Approving Settlement, each Releasing Party covenants that he or she will not initiate, maintain, or prosecute any legal action, in any forum, against any Released Party that is related in any way to any Released Claim.

2. Upon entry of the Final Judgment and Order Approving Settlement, each Releasing Party shall be deemed to have released and forever discharged each Released Party of and from liability for any and all Released Claims.

3. To ensure that these Releases are enforced fully and in accordance with their terms, with respect to any and all Released Claims, and upon entry of the Final Judgment and Order Approving Settlement without further action, for good and valuable consideration, Plaintiffs, on behalf of themselves and the Settlement Class and as the representatives of the Settlement Class, shall expressly, and Releasing Parties shall be deemed to have, and by operation of the Final Judgment and Order Approving Settlement shall, to the fullest extent permitted by law, fully, finally, and forever expressly waived and relinquished with respect to the Released Claims, any and all provisions, rights, and benefits of Section 1542 of the California Civil Code and any and all similar provisions, rights, and benefits conferred by any law of any state or territory of the United States or principle of common law that is similar, comparable, or equivalent to Section 1542 of the California Civil Code, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

4. Additional Mutual Releases

a. On and after the Effective Date, each of the Released Parties shall be deemed to have fully, finally, and forever released, relinquished and discharged each and all of the Class Representatives and Settlement Class Members, and their respective present and former parents, subsidiaries, divisions, and affiliates, the present and former partners, employees, officers and directors of each of them, the present and former attorneys, accountants, experts, consultants, insurers, and agents of each of them, each of the foregoing solely in their capacity as such, and the predecessors, successors, heirs, and assigns of each, from all claims of every nature and description, known and unknown, relating to the initiation, assertion, prosecution, non-prosecution, settlement, and/or resolution of the Action or the Released Claims.

b. On and after the Effective Date, each of the Releasing Parties shall be deemed to have fully, finally, and forever released, relinquished and discharged Philips and any retail seller and/or distributor of Philips Plasma TVs, their respective present and former parents, subsidiaries, divisions, and affiliates, the present and former partners, employees, officers and directors of each of them, the present and former attorneys, accountants, experts, consultants, insurers and agents of each of them, each of the foregoing solely in their capacity as such, and the predecessors, successors, heirs, and assigns of each of them, from all claims of every nature and description, known and unknown, relating to the defense, settlement and/or resolution of the Action or the Released Claims.

5. The Parties agree that the Court shall retain exclusive and continuing jurisdiction over the Parties, Settlement Class Members, Co-Lead and Liaison Counsel and the Claims Administrator to interpret and enforce the terms, conditions, and obligations under the Settlement Stipulation.

I. COUNSEL FEES AND COSTS

1. Co-Lead and Liaison Counsel agree to make, and Philips agrees not to oppose, an application for the award of Attorneys’ Fees and Expenses in this Action not to exceed a total of $1,575,000. If and when ordered, such fees and expenses will be paid by Philips within seven

business days after the Effective Date. Philips will not be liable for any attorneys' fees or costs for any party that exceed this all-in number of $1,575,000.

2. Co-Lead Counsel and Liaison Counsel, in their sole discretion, shall allocate and distribute this award of Attorneys' Fees and Expenses among Plaintiffs' Counsel.

3. Philips agrees to pay each Class Representative the amount of such Incentive Award, if any, as may be approved by the Court, up to $750 per Plaintiff. Philips agrees that it will not object to, or otherwise challenge, the Class Representatives' applications for Incentive Awards, so long as the Class Representatives do not seek awards in excess of $750 per Class Representative. If awarded by the Court, such Incentive Awards will be paid to Co-Lead Counsel on behalf of the Class Representatives within seven business days after the Effective Date. Any Incentive Awards awarded by the Court shall be paid by Philips, in addition to the Settlement benefits to Settlement Class Members and the Attorneys' Fees and Expenses otherwise provided for in this Agreement. The Class Representatives shall also be entitled to submit a Claim Form and participate in the Settlement as a Settlement Class Member.

J. THE FINAL JUDGMENT AND ORDER APPROVING SETTLEMENT

1. This Agreement is subject to and conditioned upon the issuance by the Court of the Final Judgment and Order Approving Settlement that finally certifies the Settlement Class for the purposes of settlement only, and grants final approval of the Settlement pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, and provides the relief specified herein, which relief shall be subject to the terms and conditions of the Agreement and the Parties' performance of their continuing rights and obligations hereunder. Such Final Judgment and Order Approving Settlement shall:

a. Confirm the final certification, for settlement purposes only, of the Settlement Class;

b. Confirm the compliance of the Settlement Class with all requirements of Rule 23, including confirmation of the adequacy of the representation of the Class Representatives as representatives of the Settlement Class;

c. Confirm that the Notice Program complied in all respects with the requirements of due process and Rule 23 by providing due, adequate, and sufficient notice to the Settlement Class;

d. Determine that the Agreement is entered into in good faith, is reasonable, fair and adequate, and is in the best interest of the Settlement Class;

e. Make all appropriate and necessary findings of fact required to enter a final judgment pursuant to Rule 54(b);

f. Dismiss the Complaint with prejudice as to the Released Parties;

g. Release each Released Party from the Released Claims that any Releasing Party has, had, or may have in the future, against each Released Party and provide that the Covenant Not To Sue has been given by each Settlement Class Member in favor of each Released Party and that all Settlement Class Members are bound thereby;

h. Bar and enjoin all Releasing Parties from asserting against any Released Party any Released Claim;

i. Release each Releasing Party and Settlement Class Member, and their respective present and former parents, subsidiaries, divisions and affiliates, the present and former partners, employees, officers and directors of each of them, the present and former attorneys, accountants, experts, consultants and insurers, and agents of each of them, each of the foregoing solely in their capacity as such, and the predecessors, successors, heirs and assigns of each of them, from all claims of every nature and description, known and unknown, that any

Released Party has had, or may in the future have relating to the initiation, assertion, prosecution, non-prosecution, settlement and/or resolution of the Action or the Released Claims, and bar and enjoin all Released Parties from asserting the same;

j. Release Philips and any retail seller and/or distributor of Philips Plasma TVs, their respective present and former parents, subsidiaries, divisions, and affiliates, the present and former partners, employees, officers and directors of each of them, the present and former attorneys, accountants, experts, consultants, insurers and agents of each of them, each of the foregoing solely in their capacity as such, and the predecessors, successors, heirs, and assigns of each of them of each of them, the present and former attorneys, accountants, experts, consultants, insurers and agents of them, from all claims of every nature and description, known and unknown, that any Releasing Party has, had or may in the future have relating to the defense, settlement and/or resolution of the Action or the Released Claims, and bar and enjoin all Releasing Parties from asserting the same; and

k. Retain the Court's continuing and exclusive jurisdiction over the Parties to the Agreement, including all Settlement Class Members, to construe and enforce the Agreement in accordance with its terms for the mutual benefit of the Parties.

K. REPRESENTATIONS AND WARRANTIES

1. Philips represents and warrants: (a) that it has the requisite corporate power and authority to execute, deliver and perform the Settlement Stipulation and to consummate the transactions contemplated hereby; (b) that the execution, delivery and performance of the Settlement Stipulation and the consummation by it of the actions contemplated herein have been duly authorized by necessary corporate action on the part of Philips; and (c) that the Settlement Stipulation has been duly and validly executed and delivered by Philips and constitutes its legal,

valid and binding obligation. Philips' Counsel represents and warrants that they are fully authorized to execute this Settlement Stipulation on behalf of Philips and thereby to bind Philips.

2. Plaintiffs represent and warrant that they are entering into the Settlement Stipulation on behalf of themselves, individually and as representatives of the Settlement Class Members and the Releasing Parties, of their own free wills and without the receipt of any consideration other than what is provided in the Settlement Stipulation or disclosed to, and authorized by, the Court. Each Plaintiff represents and warrants that he or she has reviewed the terms of the Settlement, believes it to be fair and reasonable, and each covenants that he or she will not file a Request for Exclusion from the Settlement Class or object to the Settlement. Co-Lead and Liaison Counsel represents and warrants that they are fully authorized to execute the Settlement Stipulation on behalf of the Plaintiffs, individually and as representatives of the Settlement Class Members and Releasing Parties.

3. The Parties warrant and represent that no promise, inducement or consideration for the Settlement has been made, except those set forth herein. No consideration, amount or sum paid, accredited, offered or expended by Philips in its performance of this Settlement Stipulation and the Settlement constitutes a fine, penalty, punitive damages or other form of assessment for any claim against it.

L. NO ADMISSIONS; NO USE

1. The Settlement Stipulation shall in no event be construed or deemed to be evidence or an admission or a concession on the part of any Plaintiff, Defendant, any Releasing Party, or any Released Party with respect to any issue in the case, including any claim of any fault or liability, any defense, or any claim of injury or damages.

2. The Settlement Stipulation, whether or not consummated, and any proceedings taken pursuant to it, are not and shall not in any event be:

a. Construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession or an admission by any Plaintiff, Defendant, Settlement Class Member, or Released Party of the truth of any fact alleged or the validity of any claim or defense that has been, could have been, or in the future might be asserted in any litigation or the deficiency of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or of any liability, fault, wrongdoing or otherwise of such Party; or

b. Construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession or an admission of any liability, fault or wrongdoing, or in any way referred to for any other reason, by any Plaintiff, Defendant, Releasing Party or Released Party in the Action or in any other civil, criminal or administrative action or proceeding other than such proceedings as may be necessary to effectuate the provisions of the Agreement.

M. MISCELLANEOUS PROVISIONS

1. Entire Agreement

The Settlement Stipulation, including all Exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the Settlement and shall supersede any previous agreements, representations, communications and understandings among the Parties with respect to the subject matter of the Settlement, with the exception of the limit for Opt-Outs. The Settlement Stipulation may not be changed, modified, or amended except in a writing signed by all Parties and, if required, approved by the Court. The Parties contemplate that certain of the

Exhibits to the Agreement relating to Class Notice may be modified by subsequent agreement of Philips and Co-Lead Counsel prior to dissemination to the Settlement Class.

2. Governing Law

The Agreement shall be construed under and governed by the laws of the State of New Jersey, applied without regard to laws applicable to choice of law.

3. Execution by Counterparts

The Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures or signatures sent by e-mail shall be treated as original signatures and shall be binding.

4. Notices

Any notice, instruction, application for Court approval or application for Court orders sought in connection with the Settlement and the Agreement or other document to be given by any Party to any other Party shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, if to Philips to the attention of Philips' Counsel, and if to Settlement Class Members, to the attention of Co-Lead Counsel on their behalf.

All notices to the Parties or counsel required by the Agreement shall be made in writing and communicated by fax and mail to the following addresses:

a. If to Plaintiffs or Co-Lead Counsel or Liaison Counsel:

Michael A. Schwartz
Justin B. Shane
HORWITZ, HORWITZ & PARADIS
570 Seventh Ave, 20th Fl
New York, NY 10018
Telephone: (212) 986-4500
mschwartz@hhplawny.com
jshane@hhplawny.com

Andrew N. Friedman
Douglas J. McNamara
COHEN MILSTEIN SELLERS & TOLL PLLC
1100 New York Avenue, NW
Suite 500, West Tower
Washington, D.C. 20005
Telephone: (202) 408-4600
afriedman@cohenmilstein.com
dmcnamara@cohenmilstein.com

Steven A. Schwartz
Benjamin F. Johns
CHIMICLES & TIKELLIS LLP
361 W. Lancaster Avenue
Haverford, Pennsylvania 19041
Telephone: (610) 642-8500
steveschwartz@chimicles.com
benjohns@chimicles.com

b. If to Philips or Philips' Counsel:

Michael H. Steinberg
Brian R. England
SULLIVAN & CROMWELL LLP
1888 Century Park East, Suite 2100
Los Angeles, California 90067
Telephone: (310) 712-6600
steinbergm@sullcrom.com
englandb@sullcrom.com

5. Protective Orders

All orders, agreements and designations regarding the confidentiality of documents and information ("Protective Orders") remain in effect, and all Parties and counsel remain bound to comply with the Protective Orders.

6. Miscellaneous Provisions

a. The Agreement shall be binding upon, and inure to the benefit of, the heirs, successors, assigns, executors and legal representatives of the Parties to the Agreement and Defendant and Released Parties.

b. Time is of the essence.

c. Subject to Court approval, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Agreement. Nothing in this Settlement Stipulation, or any other understanding, shall require such agreement.

d. The determination of the terms of, and the drafting of, the Agreement has been by mutual understanding after negotiation, with consideration by, and participation of, the Parties hereto and their counsel.

e. The waiver by one Party of any provision or breach of the Agreement shall not be deemed a waiver of any other provision or breach of the Agreement.

f. In the event of any variance between the terms of this Settlement Stipulation and any of the Exhibits hereto, the terms of this Settlement Stipulation shall control and supersede the Exhibit(s), except if such Exhibit shall become an entered order, in which case the Parties shall petition the Court for an amendment of such entered order to ensure that the terms of this Settlement Stipulation shall control.

g. All Exhibits to this Settlement Stipulation are material and integral parts hereof, and are incorporated by reference as if fully rewritten herein.

h. No opinion concerning the tax consequences of the Settlement to any Settlement Class Member is given or will be given by Philips, Philips' Counsel, Co-Lead or Liaison Counsel, or Plaintiffs' Counsel; nor is any Party or their counsel providing any representation or guarantee respecting the tax consequences of the Settlement as to any Settlement Class Member. The Class Notice will direct Settlement Class Members to consult their own tax advisors regarding the tax consequences of the Settlement and any tax reporting obligations with respect thereto. Each Settlement Class Member is responsible for his/her tax reporting and other obligations respecting the Settlement, if any.

i. It is expressly understood that, to the extent a Released Party is not a Party to the Settlement Stipulation, all such Released Parties are intended third party beneficiaries of the Settlement Stipulation.

N. TERMINATION OF THIS AGREEMENT

1. In the event that:

a. By December 31, 2011, the Court does not enter an order granting Preliminary Approval Order conforming in all material respects to Section C.1 herein and Exhibit 1 hereof;

b. The Court does not conditionally and finally certify the Settlement Class as defined herein or the Court's order certifying the Settlement Class is reversed, vacated, or modified in any respect by another court;

c. The Court does not enter a Final Judgment and Order Approving Settlement conforming in all material respects to Section J herein and Exhibit 2, or if entered, such Final Judgment and Order Approving Settlement is reversed, vacated, or modified in any material respect by another court; then either of the Parties may terminate this Agreement within ten (10) business days of the event giving rise to the right to terminate by serving written notice upon the other Party and Court. In the event of a termination under Sections N.1.b. or N.1.c. herein, Philips shall cause the Claims Administrator to post information regarding the termination on the Settlement Website established for the Settlement and to e-mail such information to those Settlement Class Members who provided an e-mail address to the Claims Administrator. It is expressly agreed that neither the failure of the Court to award Attorneys'

Fees and Expenses to Co-Lead and Liaison Counsel or Incentive Awards to Plaintiffs, nor the amount of such Attorney's Fees and Expenses or Incentive Awards that may be finally determined and awarded, shall provide a basis for termination of this Agreement.

2. In the event that more than a certain confidential number of Settlement Class Members as specified in that separate and confidential side-letter dated September 15, 2011, shall file valid Opt-Outs, then Philips, in its discretion, shall have the ability to terminate this Settlement Stipulation.

3. In the event of the termination of this Settlement Stipulation, all Parties shall be restored to their respective positions as of immediately prior to the date of execution of this Settlement Stipulation. Upon termination, Sections B and L herein shall survive and be binding on the Parties, but this Settlement Stipulation shall otherwise be null and void.

4. In the event that the Court approves the terms of the Settlement but does not approve (or reserves judgment on) the request for Attorneys' fees, expenses and/or incentive awards, the Settlement and Settlement Consideration may nonetheless be distributed to Class Members without delay.

IN WITNESS WHEREOF, each of the Parties hereto has caused the Settlement Stipulation to be executed on its behalf by its duly authorized counsel of record, all as of the day set forth below.

AGREED:

Dated: September 15, 2011

SULLIVAN & CROMWELL LLP

By: ______________________________

Counsel for Defendant Philips Electronics North America Corporation

Dated: September 15, 2011

COHEN MILSTEIN SELLERS & TOLL PLLC

By: ______________________________

HORWITZ, HORWITZ & PARADIS

By: ______________________________

Co-Lead Counsel for Plaintiffs

CHIMICLES & TIKELLIS LLP

By: ______________________________

Liaison Counsel for Plaintiffs

SCHEDULE A

Model	Amount
50PF9731D/37	$135
50PF9431D/37	$125
50PF9631D/37	$120
50PF7321D/37	$110
50PF9830A/37	$90
50PF7320A/37	$85
42PF7220A/37	$85
50MF231D/37	$80
42PF5321D/37	$80
42PF7321D/37	$75
50PF7220A/37	$75
50PF9630A/37	$65
42PF9630A/37	$55
42PF7320A/37	$45

EXHIBIT 1

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY
NEWARK DIVISION

In re PHILIPS/MAGNAVOX TELEVISION LITIGATION	Civ. A. No. 09-03072 (CCC) (JAD) Class Action

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, CONDITIONALLY CERTIFYING SETTLEMENT CLASS, DIRECTING DISTRIBUTION OF CLASS NOTICE, APPOINTING PLAINTIFFS' COUNSEL AS COUNSEL TO THE SETTLEMENT CLASS, AND SETTING HEARING FOR DETERMINATION OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT

WHEREAS, the Plaintiffs and Defendant have entered into a Stipulation of Class Action Settlement (the "Settlement Agreement") intended to partially resolve the litigation pending in this Court;

WHEREAS, the Court finds that it has jurisdiction over this Action;

WHEREAS, the Settlement Agreement, together with the supporting materials, set forth the terms and conditions for a proposed Settlement and dismissal with prejudice of these actions against the Defendant Philips Electronics North America Corporation ("Philips" or "Defendant");

WHEREAS, the Court has before it Plaintiffs' Unopposed Motion for Preliminary Approval of Settlement, supporting Memorandum of Law in Support of the Motion for Preliminary Approval of Settlement, together with the Settlement Agreement, dated September 15, 2011, and exhibits thereto; and

WHEREAS, the Court is satisfied that the terms and conditions set forth in the Settlement Agreement were the result of good faith, arm's length settlement negotiations between competent and experienced counsel for both Plaintiffs and Defendant, including through mediation supervised by a former United States District Judge, and that the requirements for granting preliminary approval to the settlement are otherwise satisfied.

IT IS HEREBY ORDERED AS FOLLOWS:

I. PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT

1. The terms of the Settlement Agreement are hereby preliminarily approved, subject to further consideration thereof at the Final Approval Hearing provided for below. Unless otherwise provided here, capitalized terms used in this Order have the meanings assigned to them in the Settlement Agreement. The Court finds that said Settlement Agreement is sufficiently within the range of reasonableness and merits possible final

approval, and that notice to Class Members of the proposed Settlement should be given as provided in this Order pursuant to the Notice Plan set forth in the Settlement Agreement.

II. CONDITIONAL CERTIFICATION OF SETTLEMENT CLASS

2. The Court conditionally finds that Plaintiffs Juried, Mancinelli, Margrif, Rock, Seitsinger, and Youngblood (the "Class Representatives") are members of the Settlement Class, the Class Representatives can fairly and adequately represent the interests of absent Class Members, and the Class Representatives' claims are typical of the claims of the Settlement Class, and the Court conditionally appoints them as Class Representatives for the Settlement Class.

3. The Court conditionally determines that the Settlement Class meets all applicable requirements of Federal Rule of Civil Procedure 23 ("Rule 23"), and pursuant to Rule 23, the Court conditionally certifies, for purposes of settlement only, the following Settlement Class: all Persons who purchased new or received as a gift a new Philips or Magnavox branded plasma television of one of the following models in the United States with a serial number reflecting a manufacturing date between November 1, 2005 through December 31, 2006:

50PF9830A/37	42PF9630A/37
50PF9731D/37	42PF7321D/37
50PF9631D/37	42PF7320A/37
50PF9630A/37	42PF7220A/37
50PF9431D/37	42PF5321D/37
50PF7321D/37	50MF231D/37
50PF7320A/37	50PF7220A/37

III. APPOINTMENT OF CLASS COUNSEL

4. The Court hereby appoints the following as Class Counsel for the Settlement Class:

Andrew N. Friedman
Douglas J. McNamara
COHEN MILSTEIN SELLERS & TOLL PLLC
1100 New York Avenue, NW
Suite 500, West Tower
Washington, D.C. 20005

Michael A. Schwartz
Justin B. Shane
HORWITZ, HORWITZ & PARADIS
570 Seventh Ave, 20th Fl.
New York, NY 10023

Steven A. Schwartz
Benjamin F. Johns
CHIMICLES & TIKELLIS LLP
361 W. Lancaster Avenue
Haverford, Pennsylvania 19041

5. In appointing Class Counsel for the Settlement Class, the Court has considered the work that Co-Lead Counsel and Liaison Counsel have done in investigating and pursuing potential claims in the action, finds that Co-Lead Counsel and Liaison Counsel have extensive experience in

handling class actions, other complex litigation, and the types of claims asserted in the action, concludes that Co-Lead Counsel and Liaison Counsel have demonstrated their knowledge of the applicable law and that Co-Lead Counsel and Liaison Counsel have committed and will continue to commit resources to representing the Settlement Class. *See generally* Fed. R. Civ. P. 23(g)(1).

IV. FINAL APPROVAL HEARING

6. The Court hereby sets a Final Approval Hearing to (i) determine finally whether the Settlement Class satisfies the applicable requirements of Rule 23 and should be finally certified for settlement purposes only; (ii) review objections, if any, regarding the Settlement Stipulation; (iii) consider the fairness, reasonableness and adequacy of the Settlement; (iv) consider counsel's application for an award of attorneys' fees and reimbursement of expenses; (v) consider certain requests by Class Representatives for an Incentive Award; (vi) determine the validity of Requests for Exclusion and exclude from the Settlement Class those persons who validly and timely opt out; and (vii) consider whether the Court shall issue a final judgment and order approving the Settlement and dismissing this Action and all Constituent Actions against Philips with prejudice pursuant to Fed. R. Civ. P. 54(b).

7. The hearing will take place on ___________ __, 2011 at _:__ _.m.

8. The date and time of the Final Approval Hearing shall be subject to adjournment by the Court without further notice to the members of the Settlement Class, other than that which may be posted by the Court. Class Counsel will advise members of the Settlement Class of any scheduling issues by way of the Settlement Website.

V. BRIEFING SCHEDULE AND OTHER DEADLINES

9. In addition to the foregoing, the Court sets the following deadlines for the Final Approval Hearing and Plaintiffs' Counsel's request for attorneys fees and expenses, and incentive awards for the Class Representatives:

70 days before Final Approval Hearing	**Last day to complete class notice (the "Notice Date").**
60 days before Final Approval Hearing	**Last day to file papers in support of final approval of the Settlement and any application for attorneys' fees and expenses, and incentive awards for the Class Representatives.**
21 days before Final Approval Hearing	**Last day to file comments in support of or in objection to the Settlement, the fee application and the Incentive Awards and the last day for Class Members to request exclusion from the Settlement Class (the "Opt-Out and Objection Date").**

11 days before Final Approval Hearing	**Last day for responses to any objections to the Settlement and/or fee application**
____________, 2012 at _________am/pm	**Final Approval Hearing**
75 days after Final Approval Hearing	**Date by which all claims must be received by Claims Administrator (the "Claims Deadline").**

VI. NOTICE TO SETTLEMENT CLASS

10. The Court finds that the Notice Program (i) meets the requirements of Rule 23(c)(3) and due process; (ii) is the best practicable notice under the circumstances; (iii) is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the action and their right to object to the proposed Settlement or opt out of the Settlement Class; and (iv) is reasonable and constitutes due, adequate and sufficient notice to all those entitled to receive notice.

11. Additionally, the proposed Class Notice adequately informs Class Members of their rights in the Action. The Class Notice clearly and concisely states the nature of the action; the class definition; the class claims, issues, or defenses; that the class member may appear through counsel; that

the court will exclude from the class any member who requests exclusion; the time and manner for requesting exclusion; and the binding effect of a class judgment on class members. *See* FED. R. Civ. P. 23(c)(2)..

12. The Court hereby approves the Notice Program and Class Notice as set forth in Section F of the Settlement Agreement and the Claim Form attached as an exhibit thereto. Philips or its designee(s) shall cause the Class Notice to be disseminated in the manner set forth in the Notice Program on or before the Notice Date. Prior to the Final Approval Hearing, Class Counsel and/or the Claims Administrator shall file with the Court a sworn statement attesting to compliance with meeting of the Notice Plan deadlines, and serve such statement upon Philips.

13. Upon consideration of the resume of Dahl, Inc. (Exhibit B to the Memo. of Law in Support of Plaintiff's Unopposed Motion for Preliminary Approval of the Settlement Agreement and Provisional Class Certification), the Parties' Counsel are authorized to retain Dahl, Inc. as the Claims Administrator in accordance with the terms of the Settlement Agreement and this Order.

V. OPT OUT PROVISION

14. Settlement Class Members are permitted to opt out of this Settlement through an opt-out procedure. Any member of the Settlement

Class that wishes to be excluded ("Opt Out") from the Settlement Class must send a written Request for Exclusion to the Claims Administrator, to Co-Lead Counsel and to Philips' Counsel, postmarked on or before the Opt-Out and Objection Deadline as specified in Section F of the Settlement Agreement. The Request for Exclusion shall fully comply with the requirements set forth in the Settlement Agreement. Members of the Settlement Class may not exclude themselves by filing Requests for Exclusion as a group or class, but must in each instance individually and personally execute a Request for Exclusion.

15. Any Settlement Class Member who does not properly and timely request exclusion from the Settlement Class shall be bound by all proceedings, orders and judgments in the Action, whether or not such person objected to the Settlement and whether or not such person made a claim upon, or participated in, the Exchange Program pursuant to the Settlement Agreement.

16. All members of the Settlement Class who do not personally and timely request to be excluded from the Settlement Class are enjoined from proceeding against the Defendant for the claims made in the Complaint.

17. Any person that does not elect to be excluded from the

Settlement Class may, but need not, enter an appearance through his or her own attorney. Settlement Class Members who do not enter an appearance through their own attorneys will be represented by Class Counsel.

VI. OBJECTION TO SETTLEMENT

18. Any person who does not elect to be excluded from the Settlement Class may, but need not, submit comments or objections to the proposed Settlement. Any Class member may object to the fairness, reasonableness or adequacy of the proposed Settlement, entry of Final Order and Judgment approving the Settlement, and Class Counsel's application for attorney's fees, costs and expenses, and/or Incentive Award requests by submitting a written statement of his or her objection ("Objection") to the Claims Administrator, Co-Lead Counsel, and to Philips' Counsel postmarked on or before the Opt-Out and Objection Date as specific in Section F of the Settlement Agreement. The Claims Administrator will then cause all received objections to be filed with the Court.

19. Any Class Member making an Objection (an "Objector") must sign the Objection personally. An Objection must also include the following information: (a) the Objector's name, address, telephone number and, if represented by counsel, information for his or her counsel; and (b) the Objector's proof of purchase or acquisition of a Philips Plasma TV (or a full

attestation regarding whether he or she purchased a Philips Plasma TV, including an attestation regarding why you do not have any such Proof of Purchase); (c) the serial number and model number of the objector's Philips Plasma TV, and (d) a list of all cases in which the Objector has filed an objection related to any class action settlement within the past three years. In addition, Objectors are required to submit the specific reason, if any, for each objection, including any legal support the Settlement Class Member wishes to bring to the Court's attention and any evidence the Settlement Class Member wishes to introduce in support of his or her objection, and to state whether the Settlement Class Member and/or his or her counsel wishes to make an appearance at the Final Approval Hearing, or be forever barred from separately objecting,

20. Objections, along with any notices of intent to appear, must be postmarked on or before the Opt-Out and Objection Deadline. If counsel is appearing on behalf of more than one Class Member, counsel must identify each such Settlement Class Member and each Settlement Class Member must have complied with the requirements of this Order.

21. Objections, along with any notices of intent to appear, must also be mailed to the following Class Counsel and counsel for Defendant at the addresses listed below:

COUNSEL FOR PLAINTIFFS

Andrew N. Friedman
Douglas J. McNamara
COHEN MILSTEIN SELLERS & TOLL PLLC
1100 New York Avenue, NW
Suite 500, West Tower
Washington, D.C. 20005

Michael A. Schwartz
Justin B. Shane
HORWITZ, HORWITZ & PARADIS
570 Seventh Ave, 20th Fl
New York, NY 10023

Steven A. Schwartz
Benjamin F. Johns
CHIMICLES & TIKELLIS LLP
361 W. Lancaster Avenue
Haverford, Pennsylvania 19041

COUNSEL FOR PHILIPS ELECTRONICS NORTH AMERICA

Michael H. Steinberg
Brian R. England
SULLIVAN & CROMWELL LLP
1888 Century Park East, Suite 2100
Los Angeles, California 90067

22. Only Class Members who have served valid and timely notices of objection shall be entitled to be heard at the Final Approval Hearing. Any Class Member who does not timely serve an objection in writing to the Settlement, entry of Final Judgment, or to Class Counsel's application for fees, costs, and expenses, and/or Incentive Award requests for the named

Plaintiff, in accordance with the procedure set forth in the Class Notice and mandated in this Order, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise.

23. Persons wishing to be heard at the hearing are required to serve written comments or objections and indicate in their written comments or objections their intention to appear at the hearing. Settlement Class Members need not appear at the hearing or take any other action to indicate their approval.

VII. ADDITIONAL ORDERS

24. From the date of this Order forward, the Court hereby enjoins, without requirement of a bond, any Settlement Class Members from instituting any new litigation related to the Philips Plasma TVs against Philips until the Court may rule on the Settlement at or after the Final Approval Hearing.

25. All applicable pre-trial deadlines in the Action shall be continued indefinitely, so that Philips and Plaintiffs shall in no way be prejudiced by their efforts to resolve the claims resolved through this Agreement.

26. If the Settlement Agreement is terminated or not consummated for any reason whatsoever, the conditional certification of the Settlement

Class shall be void, the Defendant shall have reserved all of its rights to oppose any and all class certification motions, to contest the adequacy of Plaintiffs as a typical or adequate representatives of any putative class, to contest the merits of Plaintiffs' claims, and to contest the adequacy of Class Counsel as adequate Class Counsel. Similarly, Plaintiffs reserve all of their rights, including the right to continue with the litigation pending at the time of the Settlement should the Settlement Agreement not be consummated and/or receive final approval from this Court.

27. Upon final approval of the Settlement provided for in this Settlement Agreement, each and every time period and provision thereof shall be deemed incorporated herein as if expressly set forth and shall have the full force and effect of an Order of this Court.

IT IS SO ORDERED.

Dated: ____________________

____
HON. CLAIRE C. CECCHI
UNITED STATES DISTRICT JUDGE

EXHIBIT 2

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY
NEWARK DIVISION

In re PHILIPS/MAGNAVOX TELEVISION LITIGATION	Civ. A. No. 09-03072 (CCC) (JAD) Class Action

[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND CERTIFYING SETTLEMENT CLASS

WHEREAS, this matter has come before the Court pursuant to the Motion for Order Granting Final Approval of Class Action Settlement and Certifying Settlement Class (the "Motion");

WHEREAS, the Court finds that it has jurisdiction over this Action.[1]

WHEREAS, on _______________, 2011, this Court granted Plaintiffs' Unopposed Motion for Preliminarily Approval of the Settlement Agreement and Provisional Class Certification (the "Preliminary Approval Order");

WHEREAS, the Settlement Class conditionally certified in the Preliminary Approval Order has been appropriately certified for settlement purposes only;

WHEREAS, the Court has held a hearing on _________________ to consider the fairness, reasonableness and adequacy of the Settlement Stipulation, has been

[1] Capitalized terms herein have the meaning as specified in the Settlement Stipulation, dated September 15, 2011.

advised of all objections to the Settlement and has given fair consideration to such objections;

WHEREAS, the Court has considered the Motion, the Stipulation of Class Action Settlement, dated September 15, 2011, and the exhibits thereto (the "Settlement Stipulation" or the "Settlement"), and objections to the proposed Settlement; and

WHEREAS, the Court is otherwise fully advised in the premises and has considered the record of these proceedings, the representations, arguments, and recommendation of counsel for the parties, and the requirements of law.

IT IS HEREBY ORDERED THAT:

I. FINAL APPROVAL OF THE SETTLEMENT AGREEMENT

The terms of the Settlement Stipulation are approved. The Settlement is in all respects fair, reasonable, adequate and proper, and in the best interest of the Class. In reaching this conclusion, the Court has considered a number of factors, including an assessment of the likelihood that Plaintiffs would prevail at trial; the range of possible recovery available to such Plaintiffs; the consideration provided to Settlement Class Members pursuant to the Settlement Stipulation as compared to the range of possible recovery discounted for the inherent risks of litigation; the complexity, expense and possible duration of such litigation in the absence of a settlement; the nature and extent of any objections to the Settlement; and the stage of proceedings at which the Settlement was reached.

The proposed Settlement was entered into by experienced counsel and only after extensive arms-length negotiations, including through mediation supervised by a former United States District Judge. The proposed Settlement is not the result of collusion. The proposed Settlement was entered into in good faith, is reasonable, fair and adequate, and is in the best interest of the Settlement Class. Class Counsel and the Class Representatives have fairly and adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Stipulation.

The Court further finds that, for the reasons detailed below, there is no just reason for delay in entering the Final Judgment and Order Approving Settlement between the Settlement Class Members and Philips pursuant to Rule 54(b) of the Federal Rules of Civil Procedure because:

(1) Delay would not be in the best interests of the hundreds of thousands of consumers in the Settlement Class who will be able to submit claims and receive benefits shortly after entry of the Final Judgment and Order Approving Settlement and the expiration of any associated time for appeal or the resolution of any appeal;

(2) The Final Judgment and Order Approving Settlement furthers the interests of judicial economy and administration by resolving the majority of outstanding claims and by greatly limiting the scope of all remaining claims and

the need for additional discovery and by focusing the efforts of the Parties and this Court on the most contentious outstanding and unresolved issues;

(3) The unadjudicated claims concern televisions which did not exhibit the capacitor defect alleged in the action;

(4) Entry of the Final Judgment and Order Approving Settlement would not prejudice any of the remaining unadjudicated claims;

(5) The slim possibility that any reviewing court would be obliged to consider the same issues a second time, given the fact that the Parties were unable to reach an agreement with respect to the unadjudicated claims and are unlikely to reach a similar settlement in the future concerning these claims; and

(6) Future developments in the District Court with respect to the unadjudicated claims could moot the need for appellate review.

II. CLASS CERTIFICATION

A. CERTIFICATION OF SETTLEMENT CLASS

Preliminary approval was granted with respect to the proposed Settlement Class on _________________, 2011:

> All Persons who purchased new or received as a gift a new Philips or Magnavox plasma television of one of the following models in the United States with a serial number reflecting a manufacturing date between November 1, 2005 through December 31, 2006:

50PF9830A/37	42PF9630A/37
50PF9731D/37	42PF7321D/37
50PF9631D/37	42PF7320A/37

50PF9630A/37	42PF7220A/37
50PF9431D/37	42PF5321D/37
50PF7321D/37	50MF231D/37
50PF7320A/37	50PF7220A/37

B. Rule 23(a)

With respect to the proposed Settlement Class as set forth in the Settlement Stipulation, this Court has determined that, for purposes of a settlement of the Action only, Plaintiffs have satisfied each of the Rule 23(a) Prerequisites:

1. The Class Members are so numerous that joinder of all members is impracticable. Fed. R. Civ. P. 23(a)(1).

2. There are questions of law or fact common to the Settlement Class. Fed. R. Civ. P. 23(a)(2). Common questions of law or fact include: (1) whether the Philips Plasma TVs were subject to a common design defect; (2) whether Philips failed to adequately disclose material facts related to the Philips Plasma TVs to consumers prior to sale of the televisions; (3) whether Philips' conduct was unlawful; and (4) how any resulting monetary damages to consumers should be calculated.

3. The claims of the Class Representatives are typical of the claims of the Settlement Class. Fed. R. Civ. P. 23(a)(3). Here, Plaintiffs have alleged that Philips sold defective products and failed to disclose or adequately disclose material facts to members of the Settlement Class. Plaintiffs assert that there was

sufficient uniform treatment by Philips so that each Class Representative and Settlement Class Member presents (i) the same claim concerning (ii) the same conduct and (iii) seeks the same relief from Philips. The ability of the parties to achieve a settlement on terms applicable to the entire Settlement Class underscores the finding of typicality.

4. Class Representatives will fairly and adequately protect the interests of the Settlement Class. Fed. R. Civ. P. 23(a)(4). The Class Representatives do not have interests that are antagonistic to the Class and are fully aligned with the interests of other Class Members. Accordingly, the Court finds that Class Representatives have satisfied Rule 23(a) for purposes of evaluating this Settlement.

B. Rule 23(b)(3).

With respect to the Settlement as contained in the Settlement Stipulation, the Court also "finds that the questions of law or fact common to class members predominate over any questions affecting only individual members," and "that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy." Fed. R. Civ. P. 23(b)(3).

Here, Settlement Class Members share a common legal grievance arising from Philips's alleged failure to disclose or adequately disclose material facts related to Philips Plasma TVs to any of the purchasers of the Philips Plasma TVs and the sale of what Plaintiffs identify as defective products. Common legal and factual questions are central to all Class Members' claims and predominate over any individual questions that may exist for purposes of this Settlement, and the fact that the Parties are able to resolve the case on terms applicable to all Settlement Class Members underscores the predomination of common legal and factual questions for purposes of this Settlement. In concluding that Settlement Class should be certified pursuant to Rule 23(b)(3) for settlement purposes, the Court further finds that a class action is superior for purposes of resolving these claims because individual class members have not shown any interest in individually controlling the prosecution of separate actions. Moreover, the cost of litigation far out paces the individual recovery available to any Plaintiffs. *See* Fed. R. Civ. P. 23(b)(3)(A). Accordingly, the Court finds that, for purposes of this Settlement, Rule 23(b)(3) has also been satisfied.

The Court finds that the Class Representatives are adequate representatives to maintain their consumer fraud claims on behalf of the Settlement Class Members. The Court hereby certifies, for settlement purposes only, the following Settlement Class:

> All Persons who purchased new or received as a gift a new Philips or Magnavox plasma television of one of the following models in the United States with a serial number reflecting a manufacturing date between November 1, 2005 through December 31, 2006:

50PF9830A/37	42PF9630A/37
50PF9731D/37	42PF7321D/37
50PF9631D/37	42PF7320A/37
50PF9630A/37	42PF7220A/37
50PF9431D/37	42PF5321D/37
50PF7321D/37	50MF231D/37
50PF7320A/37	50PF7220A/37

III. NOTICE

The Court finds that the Notice Program (i) satisfied the requirements of Rule 23(c)(3) and due process; (ii) was the best practicable notice under the circumstances; (iii) reasonably apprised Settlement Class Members of the pendency of the action and their right to object to the proposed Settlement or opt out of the Settlement Class; and (iv) was reasonable and constituted due, adequate and sufficient notice to all those entitled to receive notice. Additionally, the Class Notice adequately informed Class Members of their rights in the Action. *See* Fed. R. Civ. P. 23(c)(2).

IV. DISMISSAL WITH PREJUDICE

This Court hereby enters a judgment of dismissal, pursuant to Fed. R. Civ. P. 54(b), of the claims by the Settlement Class Members, with prejudice, and without costs, except as specified herein.

V. COUNSEL FEES AND COSTS

The Court hereby grants Co-Lead and Liaison Counsel’s request for an award of reasonable attorneys’ fees and expenses in the amount of $___________

to be paid by Philips and an Incentive Award for the Class Representatives in the amount of $_____ for each Class Representative to be paid by Philips.

Co-Lead Counsel and Liaison Counsel, in their sole discretion, shall allocate and distribute this award of Attorneys' Fees and Expenses among Plaintiffs' Counsel.

VI. RELEASES AND FURTHER RELIEF

As the terms are defined in the Settlement Stipulation, each Released Party is released from the Released Claims that any Releasing Party has, had, or may have in the future, against each Released Party. The Releases are independent of the dismissals with prejudice provided herein. The Covenant Not To Sue has been given by each Settlement Class Member in favor of each Released Party, by which all Settlement Class Members are bound. Settlement Class Members are barred and enjoined from asserting against any Released Party any Released Claim.

Further, each Releasing Party and Settlement Class Member, and their respective present and former parents, subsidiaries, divisions and affiliates, the present and former partners, employees, officers and directors of each of them, the present and former attorneys, accountants, experts, consultants and insurers, and agents of each of them, each of the foregoing solely in their capacity as such, and the predecessors, successors, heirs and assigns of each of them, are released from all claims of every nature and description, known and unknown, that any Released

Party has had, or may in the future have relating to the initiation, assertion, prosecution, non-prosecution, settlement and/or resolution of the Action or the Released Claims, and all Released Parties are barred and enjoined from asserting the same.

Further, Philips and any retail seller and/or distributor of Philips Plasma TVs, their respective present and former parents, subsidiaries, divisions and affiliates, the present and former partners, employees, officers, and directors of each of them, the present and former attorneys, accountants, experts, consultants, insurers and agents of them, and the predecessors, successors, heirs and assigns of each of them are released from all claims of every nature and description, known and unknown, that any Releasing Party has, had or may in the future have relating to the defense, settlement and/or resolution of the Action or the Released Claims, and all Releasing Parties are barred and enjoined from asserting the same.

VII. OPT-OUTS

A list of those members of the Class who have timely elected to opt-out of the Settlement and the Class, and who therefore are not bound by the Settlement, the provisions of the Settlement Stipulation, and this Order, has been submitted to the Court and is attached as Exhibit "A" and incorporated by reference herein. All other members of the Settlement Class (as permanently certified herein) shall be subject to all of the provisions of the Settlement, the provisions of the Settlement Stipulation, and this Order

VIII. CONTINUING JURISDICTION

Without any way affecting the finality of this Order, the Court hereby retains jurisdiction over the Parties to the Settlement Stipulation, including all Settlement Class Members, and Class Counsel to construe and enforce the Settlement Stipulation in accordance with its terms for the mutual benefit of the Parties

IT IS SO ORDERED.

Dated: ________________ ________________________________

HON. CLAIRE C. CECCHI
UNITED STATES DISTRICT JUDGE

EXHIBIT 3

U.S. District Court for the District of New Jersey
In re: Philips/Magnavox Television Litigation
Civil Action No. 09-3072

PHILIPS AND MAGNAVOX PLASMA TV SETTLEMENT

Must be Postmarked by _________, 2012

Barcode

PROOF OF CLAIM FORM

INSTRUCTIONS

1. If you would like to receive a voucher(s) or refund check, you must complete this Claim Form.
2. You must file a separate Proof of Claim Form for each qualifying Philips or Magnavox television ("Philips Plasma TVs") model that you purchased.
3. A list of qualifying models and manufacture dates are listed in the Purchase Information Section on the top of page 2. For instructions on how to identify the serial number on your Philips Plasma TV, visit the Settlement Website at www.PhilipsPlasmaTVSettlement.com or call Toll Free at 1-866-xxx-xxxx.
4. Your Claim Form must be postmarked by _________, 2012.
5. You must complete the information on section I, II or III for the qualifying Philips Plasma TV for which you are filing a claim.
6. You must sign and date the declaration on page 4.
7. Please return your Claim Form postmarked no later than _______________, 2012, to:

By Mail: Philips Plasma TV Settlement
c/o Dahl, Inc.
P.O. Box 2061
Faribault, MN 55021
By Email: claims@PhilipsPlasmaTVsettlement.com

8. QUESTIONS? Visit the settlement website at www.PhilipsPlasmaTVsettlement.com or call toll-free 1-866-xxx-xxxx.

CLASS MEMBER INFORMATION

FIRST NAME OF SETTLEMENT CLASS MEMBER — MIDDLE INITIAL

LAST NAME OF SETTLEMENT CLASS MEMBER

MAILING ADDRESS

CITY — STATE — ZIP CODE

DAYTIME PHONE NUMBER — EVENING PHONE NUMBER

EMAIL ADDRESS

TELEVISION MODEL NUMBER

TELEVISION SERIAL NUMBER

QUALIFYING PHILIPS PLASMA TV MODELS AND SERIAL NUMBERS

YOU SHOULD USE THIS CLAIM FORM ONLY IF YOU PURCHASED OR RECEIVED AS A GIFT A NEW PHILIPS OR MAGNAVOX PLASMA TELEVISION THAT IS ONE OF THE FOLLOWING MODELS AND HAS A SERIAL NUMBER REFLECTING A MANUFACTURING DATE OF NOV. 1, 2005 THROUGH DEC. 31, 2006.

Model number from the Philips Plasma TV for which you are a filing a Proof of Claim Form (Mark One):

O 50PF9830A/37	O 50PF9731D/37	O 50PF9631D/37	O 50PF9630A/37
O 50PF9431D/37	O 50PF7321D/37	O 50PF7320A/37	O 42PF9630A/37
O 42PF7321D/37	O 42PF7320A/37	O 42PF7220A/37	O 42PF5321D/37
O 50MF231D/37	O 50PF7220A/37		

For instructions on how to identify the serial number on your Philips Plasma TV, visit the Settlement Website at www.PhilipsPlasmaTVSettlement.com or call Toll Free at 1-866-xxx-xxxx.

CLAIM TYPE

Mark one of the following options:

O My Philips Plasma TV did not exhibit a problem with the capacitors.	If marked, complete Section I, and the Declaration on page 4.
O My Philips Plasma TV failed as a result of a failed power supply board or a damaged or non-functioning capacitor, and I chose not to have it repaired.	If marked, complete Section II, and the Declaration on page 4.
O I paid for replacement of the power supply board or a damaged or non-functioning capacitor on the power supply board in my Philips Plasma TV.	If marked, complete Section III, and the Declaration on page 4.

SECTION I – NO CAPACITOR PROBLEM

If you purchased or received as a gift a new Philips Plasma TV and it did not exhibit a problem with capacitors on the power supply board, you should provide answers to each statement below.

1. I purchased (or received as a gift) the new Philips Plasma TV for which I am submitting a claim on or about the following date: _____/______/_____
2. I have attached proof of purchase of the Philips Plasma TV for which I am submitting a claim (acceptable proof includes a store receipt or warranty registration). O YES O NO
3. I still own the Philips Plasma TV for which I am submitting this claim. O YES O NO
4. I have never previously obtained any refund or other compensation from any Philips-related entity in connection with the Philips Plasma TV for which I am submitting a claim. O YES O NO

SECTION II – CAPACITOR PROBLEM NOT REPAIRED

If you purchased or received as a gift a new Philips Plasma TV, your Philips Plasma TV failed, and you chose not to repair it, you should provide answers to each statement below.

1. I purchased (or received as a gift) the new Philips Plasma TV for which I am submitting a claim on or about the following date: _____/______/_____
2. I have attached proof of purchase of the Philips Plasma TV for which I am submitting a claim (acceptable proof includes a store receipt or warranty registration). O YES O NO
3. My Philips Plasma TV failed because ____.
4. I contacted Philips regarding this problem with my Philips Plasma TV. O YES O NO

   If Yes, I contacted Philips via: O Phone O Email O Mail O Other (describe) __________________
5. I have never previously obtained any refund or other compensation from any Philips-related entity in connection with the Philips Plasma TV for which I am submitting a claim. O YES O NO

SECTION III – PAID FOR REPAIR TO CAPACITOR OR POWER SUPPLY BOARD

If you purchased or received as a gift a new Philips Plasma TV and paid for the replacement of the power supply board or a damaged or non-functioning capacitor on the power supply board, you should provide answers to each statement below.

1. I purchased (or received as a gift) the new Philips Plasma TV for which I am submitting a claim on or about the following date: _____/______/_____
2. I have attached proof of purchase of the Philips Plasma TV for which I am submitting a claim (acceptable proof includes a store receipt or warranty registration). O YES O NO
3. I paid for replacement of the power supply board or a damaged or non-functioning capacitor on the power supply board for my Philips Plasma TV O YES O NO

   If Yes: Date Paid: _____/______/_____ Amount Paid: $__________________
4. I have attached proof that I paid for the replacement of the power supply board or a damaged or non-functioning capacitor on the power supply board (acceptable proof includes your repair store receipt and proof of payment of the amount identified on that receipt). O YES O NO
5. I contacted Philips regarding this problem with my Philips Plasma TV. O YES O NO

   If Yes, I contacted Philips via: O Phone O Email O Mail O Other (describe) _________________
6. I have never previously obtained any refund or other compensation from any Philips-related entity in connection with the Philips Plasma TV for which I am submitting a claim. O YES O NO

7. If you are eligible for Settlement benefits under this Section III, you may choose from a Voucher or a cash distribution. You must select **one** of the options below to indicate the form of the benefit you choose. You should visit the Settlement website, www.PhilipsPlasmaTVsettlement.com, for information regarding the type and value of the benefits you may be entitled to receive prior to making this election. **If you select the option below to receive a cash payment, you acknowledge that the amount of your cash payment may be less than the value of the Voucher you could receive under the Proposed Settlement**.

CHECK ONLY ONE OF THE FOLLOWING OPTIONS:

O I elect to receive my Settlement benefits in the form of a Voucher.

O In lieu of a Voucher, I elect to receive a cash payment.

DECLARATION

I declare, under penalty of perjury under the laws of the United States that all the information submitted on this claim is true and correct to the best of my knowledge.

PRINT NAME

SIGNATURE

DATE

EXHIBIT 4

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY
NEWARK DIVISION

In re PHILIPS/MAGNAVOX TELEVISION LITIGATION	Civ. A. No. 09-03072 (CCC) (JAD) Class Action

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING

IF YOU PURCHASED NEW OR RECEIVED AS A GIFT A NEW PHILIPS OR MAGNAVOX PLASMA TELEVISION MANUFACTURED BETWEEN NOVEMBER 1, 2005 AND DECEMBER 31, 2006, YOU MAY BE ENTITLED TO A PARTIAL REFUND OR VOUCHER FROM A PROPOSED CLASS ACTION SETTLEMENT.

The United States District Court for the District of New Jersey authorized this notice. It is not from a lawyer. You are not being sued.

- This is a proposed Settlement of a class action lawsuit alleging that certain flat screen televisions sold by Philips Electronics North America Corporation ("Philips") suffer from a design defect that causes internal components (called capacitors) to prematurely fail, resulting in the televisions becoming inoperable.

- The proposed Settlement would entitle Settlement Class Members[1] who purchased new or received as a gift new, one or more of certain Philips or Magnavox branded plasma televisions to receive certain benefits if they qualify for such.[2] You may qualify as a Settlement Class Member if you purchased new, or received as a gift new, one of the following Philips or Magnavox branded plasma television models:

---

[1] Capitalized terms used in this Notice of Class Action and Proposed Settlement are meant to refer to the terms in the Settlement Stipulation, which is available at www.PhilipsPlasmaTVsettlement.com. Further, this Notice is intended simply to summarize the terms of the Settlement and is not intended to alter or modify the Settlement in any way. To the extent there are any inconsistencies, the Class Action Settlement Stipulation filed with the Court controls.

[2] As described below and in the Settlement Agreement, the benefits eligible Settlement Class Members may receive depend on various factors, including whether they previously paid to have their television repaired, whether they experienced a capacitor problem with their television(s), and whether they previously contacted Philips to complain about the problems at issue in this case.

50PF9830A/37	42PF9630A/37
50PF9731D/37	42PF7321D/37
50PF9631D/37	42PF7320A/37
50PF9630A/37	42PF7220A/37
50PF9431D/37	42PF5321D/37
50PF7321D/37	50MF231D/37
50PF7320A/37	50PF7220A/37

- In addition, only those television sets with a serial number reflecting a manufacturing date between November 1, 2005 through December 31, 2006 qualify for participation in this Settlement. You can learn whether your set qualifies by visiting the Settlement Website at www.PhlipsPlasmaTVsettlement.com to learn how to identify your serial number and to see whether the dates permit you to participate in this Settlement.

- Visit the Settlement Website at www.PhilipsPlasmaTVsettlement.com for additional details about the proposed Settlement. You may also get additional information by calling 1-866-xxx-xxxx or by writing to Philips Plasma TV Settlement, c/o Dahl, Inc., P.O. Box 2061, Faribault, MN 55021.

- If you are a Settlement Class Member, your legal rights are affected whether or not you act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS AS A CLASS MEMBER IN THIS SETTLEMENT CLASS	
Submit a Claim Form	The only way to receive a refund or voucher. **Your Claim Form must be postmarked by [insert date] to be eligible.**
Opt Out	Get no payment. This is the only option that allows you to ever be part of any future lawsuit against Philips related to the legal claims in this case. **You must exclude yourself from the Settlement by [insert date].**
Object	You may participate in the settlement, but write the Court if you don't like the Settlement and tell the Court why you think it should not be approved. **You must send a written objection to the Claims Administrator postmarked no later than [insert date].**

Go to Court Hearing	Ask to speak in Court about the fairness of the Settlement. **The hearing will take place at [insert time] on [insert date].** To go to Court and speak, you will have to have previously provide notice to the Court that you intend to object and provide, in writing, the basis for the objection. **These papers must be filed with the Court and served on the parties by no later than [insert date].**
Do Nothing	Get no payment. Give up your legal rights to sue Philips on these claims later.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments or vouchers will be distributed only if the Court approves the Settlement and after any potential appeals are resolved. Please be Patient.

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Basic Information

1) What is the Purpose of this Notice?

This Notice applies to anyone that purchased, or acquired by gift, certain Philips or Magnavox plasma televisions manufactured between November 1, 2005 and December 31, 2006. The Settlement is limited to purchases and gifts of new televisions, purchases and gifts of used televisions are excluded. The Court ordered the publication of this Notice to provide potential Settlement Class Members with notice that they may be eligible for benefits under a class action settlement relating to these televisions. You were sent this Notice because you have been identified as someone who may have purchased one of the televisions that is a part of this class action litigation and Settlement.

This document explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. You have the right to know about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlement. If the Court approves it, and after any possible objections and appeals are resolved, the Court will allow eligible Settlement Class Members who submit timely Claim Forms to share in the Settlement benefits, as set forth below.

The Court where this case is pending is the United States District Court for the District of New Jersey in Newark, United States District Judge Claire C. Cecchi and United States Magistrate Joseph A. Dickson presiding. The case is called *In re Philips/Magnavox Television Litigation*, and the docket number is 2:09-cv-03072-CCC-JAD. The consumers who brought the lawsuit are called the “Plaintiffs,” and the parties they sued (Philips Electronics North America Corporation or “Philips” and Funai Corporation, Inc. or “Funai”) are called the “Defendants.” Plaintiffs in this case seek certification as a class action lawsuit. In a class action, one or more people sue on behalf of the people who have similar claims. All these people in this class collectively are known as a “Settlement Class” or “Settlement Class Members.” A class action resolves the issues for all Settlement Class Members, except for those who request exclusion from the Settlement Class.

Plaintiffs and Philips have reached a Settlement to resolve the case. Funai, which was also a Defendant, was separately dismissed out of the lawsuit. The Court has preliminarily approved the Settlement, and, if it is finally approved, you may be entitled to a refund or vouchers for new Philips or Magnavox plasma televisions you purchased or received as a gift. The lawsuit will be dismissed with prejudice, and Settlement Class Members who do not take steps to opt out of the Settlement will be bound by the Settlement and the accompanying dismissals and releases, and will no longer have the right to bring about these same claims as part of any future lawsuit against Philips.

2) Why Should I Read This Notice?

Because you may be a Settlement Class Member, your legal rights may be affected if the proposed Settlement is finally approved by the Court.

The purpose of this Class Notice is to inform you about (1) what this case is about; (2) the terms of the proposed Settlement; (3) how the Settlement may affect your rights; (4) your rights and options with respect to the lawsuit, including the right to object to the Settlement or exclude yourself from the Settlement Class if you choose not to participate; and (5) a hearing to be held by the Court to consider whether the Settlement should be approved.

This Notice, which has been approved by the Court, is only a summary of the proposed Settlement. You can find out more details by obtaining a copy of the Settlement Stipulation, dated [insert date], at www.PhilipsPlasmaTVsettlement.com, by requesting one from the Claims Administrator at the toll free number: 1-866-xxx-xxxx, or by writing to Philips Plasma TV Settlement, c/o Dahl, Inc., P.O. Box 2061, Faribault, MN 55021. Further, this Notice is intended simply to summarize the terms of the Settlement and is not intended to alter or modify the Settlement in any way. To the extent there are any inconsistencies, the Settlement Stipulation filed with the Court controls, and a copy of the same can be found on the Settlement Website.

3) What is this Lawsuit About?

Defendant Philips manufactured and sold plasma flat screen televisions under the "Philips" and "Magnavox" brand names at major electronics retailers in the United States until exiting the domestic consumer television business in the United States in 2008.

In 2009, Plaintiffs filed a number of lawsuits against Defendants Philips and Funai in various courts around the country regarding the alleged failure of certain internal components on Philips Plasma TVs. These cases were consolidated into one lawsuit before the Court. The Court appointed the law firms of Cohen Milstein Sellers & Toll PLLC and Horwitz, Horwitz & Paradis as "Co-Lead Counsel" for the Plaintiffs and the law firm of Chimicles & Tikellis LLP as "Liaison Counsel" for the Plaintiffs. Plaintiffs made claims against the Defendants for violation of state deceptive trade practice laws, breaches of implied warranty, and unjust enrichment relating to the failure of the Defendants to inform consumers of certain information relating to the flat screen televisions. Defendants moved to dismiss the case, and the Court denied the motions in part and granted them in part.

In 2010, shortly after the Court issued the motion to dismiss opinion, the parties commenced the discovery process. Co-Lead Counsel subsequently conducted an extensive investigation into the facts relating to this case; obtained information from Philips and other companies, including by documents and testimony; and consulted with experts. Co-Lead Counsel have carefully analyzed the facts and the law in this case. Taking into account the burdens and expense of the lawsuit, including the risks and uncertainties, and the substantial benefits provided under the Settlement, Co-Lead Counsel have concluded that the proposed Settlement is fair, reasonable, adequate and in the best interests of Plaintiffs and the Class.

Although Defendants deny any wrongdoing, and believe that Plaintiffs' claims are without merit, Philips has also taken into account the uncertainty, risks, and delay inherent in this lawsuit. Philips has agreed to enter into the proposed Settlement to avoid further costs and burdens of litigation and to resolve all claims that were or could have been brought against Defendants relating to the Philips Plasma TVs, except individual claims for personal injury.

Prior to reaching the proposed Settlement, the Parties engaged in lengthy, arms-length negotiations. These negotiations included a significant mediation before the Hon. Nicholas Politan, a retired United States District Judge. The settlement of this class action lawsuit provides Settlement Class Members with the benefits described below.

4) Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or the Defendant. Instead, both sides agreed to a Settlement. That way, they avoid the costs and risks of a trial, and the people affected will get prompt and certain compensation. The Class Representatives and their attorneys think the Settlement is best for everyone who purchased a Philips/Magnavox television that is involved in this litigation. Philips likewise believes that it is in its best interest to settle this lawsuit.

Who is in the Settlement Class?

5) How do I Know if I am Part of the Settlement Class?

The Settlement Class Members includes all persons who purchased new or received as a gift a new Philips or Magnavox Plasma TV of one of the following models in the United States with a serial number reflecting a manufacturing date between November 1, 2005 through December 31, 2006 (the "Philips Plasma TVs"):

50PF9830A/37	42PF9630A/37
50PF9731D/37	42PF7321D/37
50PF9631D/37	42PF7320A/37
50PF9630A/37	42PF7220A/37
50PF9431D/37	42PF5321D/37
50PF7321D/37	50MF231D/37
50PF7320A/37	50PF7220A/37

The model number and serial number of your television are located on the back panel of the television. That serial number will contain information about the manufacture date of your plasma television. If you are still not sure how to determine your model/serial number or whether you are included in the Settlement Class, you can ask for help. You can call 1-866-xxx-xxxx, and the Claims Administrator will assist you. For more information, you can also visit the Settlement Website at www.PhilipsPlasmaTVSettlement.com.

If your Philips Plasma TV meets the above criteria, you may be a member of the Settlement Class unless you exclude yourself by "opting out" as described in this Notice. Settlement Class Members who do not exclude themselves will be bound by the Settlement if it is approved by the Court and can never again bring a lawsuit based on any Released Claims or based upon the dismissal with prejudice to be entered by the Court. The dismissals with prejudice are independent of the Releases and could bar certain claims. An individual claim for personal injury relating to Philips Plasma TVs is not a Released Claim. Persons who exclude themselves from the Settlement Class will neither benefit from, nor be bound by, the terms of, the Settlement.

The Settlement Benefits—What Do You Get?

6) What Can I Get From the Proposed Settlement?

All Settlement Class Members must (a) submit a timely, valid and written Claim Form, (b) provide proof that they purchased new or received as a gift a new Philips Plasma TV in the United States, and (c) provide an attestation that they never previously obtained any refund or other compensation from any Philips-related entity in connection with the Philips Plasma TV for which they seek relief.

The Settlement Class Members have been divided into five categories (Categories A-E), and each category is entitled to a different level of benefits from the proposed Settlement. The extent of the benefits to which you are entitled will depend on the following factors:

- Whether you previously contacted Philips to complain about the problems at issue in this case.
- Whether your Philips Plasma TV exhibited a problem with capacitors on the power supply board.
- Whether you previously paid to have your Philips Plasma TV repaired due to a problem with capacitors on the power supply board.
- Whether you already obtained any refund from a Philips-related entity or any retailer for your Philip Plasma TV(s). Anyone that has already obtained any refund from a Philips-related entity or a retailer in connection with the Philips Plasma TV(s) for which the Settlement Class Members seek relief here is excluded from the Settlement Class.

A. Settlement Class Categories A-B

If you are a Settlement Class Member who can provide certain proof of that you purchased new or received as a gift a new Philips Plasma TV in the United States and paid for the replacement of the power supply board or a damaged or non-functioning capacitor on the power supply board, you fall into Category A or B described below.

If you are a Settlement Class Member who can provide certain proof of that you experienced a capacitor problem with your Philips Plasma TV, but **cannot** provide proof that you paid for a repair of your Philips Plasma TV, you will fall into Category C or D set forth in Section 6. B. below.

If you **cannot** provide proof that you experienced a capacitor problem with your Philips Plasma TV, you will fall into Category E set forth in Section 6. C. below.

Category A

To participate in Category A you must:

(a) Submit a timely Claim Form; ***and***
(b) Provide proof that you purchased new or received as a gift a new Philips Plasma TV in the United States; ***and***
(c) Attest that you called Philips regarding a problem with your Philips Plasma TV (and Philips must have a record of the call); ***and***
(d) Provide proof that, before submission of a Claim Form, the Philips Plasma TV was repaired and that the repair consisted of the replacement of either (a) the Power Supply Board or (b) a damaged or non-functioning capacitor on the Power Supply Board; ***and***
(e) Attest that you never obtained any refund from any Philips-related entity or any retailer in connection with the Philips Plasma TV for which you seek relief here.

Members of Category A will have the choice to receive either (1) a voucher for the greater of (a) 80% of the amount in Schedule A that corresponds to that Settlement Class Member's Philips Plasma TV or (b) the amount paid by the Settlement Class Member to replace the Power Supply Board or a damaged or non-functioning capacitor on the Power Supply Board (up to a total voucher amount of $160, if the Settlement Class Member can prove repair costs and payment of at least that level) OR (2) a cash payment in the amount of $65 for each new Philips Plasma TV for which the required proof is provided.

Category B

To participate in Category B, you must:

(a) Submit a timely Claim Form; ***and***
(b) Provide proof that you purchased new or received as a gift a new Philips Plasma TV in the United States; ***and***
(c) Provide proof that, before submission of a Claim Form, the Philips Plasma TV was repaired and that the repair consisted of the replacement of either (a) the Power Supply Board or (b) a damaged or non-functioning capacitor on the Power Supply Board; ***and***
(d) Attest that you never obtained any refund from any Philips-related entity or any retailer in connection with the Philips Plasma TV for which you seek relief here.

Members of Category B will have the option of receiving either (1) a voucher for the greater of (a) 70% of the amount in Schedule A that corresponds to that Settlement Class Member's Philips Plasma TV or (b) the amount paid by the Settlement Class Member to replace the Power Supply Board or a damaged or non-functioning capacitor on the Power Supply Board (up to a total voucher amount of $145, if Claimant can prove repair costs and payment of at least that level) OR (2) a cash payment in the amount of $55 for each new Philips Plasma TV for which the required Proof is provided:

B. Settlement Class Categories C and D

If you are a Settlement Class Member but ***cannot*** provide acceptable proof that you paid for a repair of your Philips Plasma TV, you fall into Category C or D described below.

Category C

To participate in Category C, you must:

(a) Submit a timely Claim Form; ***and***
(b) Provide proof that you purchased new or received as a gift a new Philips Plasma TV in the United States; ***and***
(c) Attest that you called Philips regarding a problem with your Philips Plasma TV (and Philips must have a record of the call); ***and***
(d) Attest (in an open ended manner) that your Philips Plasma TV failed as a result of a problem with the Power Supply Board or a damaged or non-functioning capacitor on the Power Supply Board; ***and***
(e) Attest that your Philips Plasma TV was never repaired; ***and***
(f) Attest that you never obtained any refund from any Philips-related entity or any retailer in connection with the Philips Plasma TV for which you seek relief here.

Members of Category C will receive a voucher for 50% of the amount in Schedule A that corresponds to that Class Member's Philips Plasma TV for each purchase of a Philips Plasma TV for which the required Proof is provided.

Category D

To participate in Category D, you must:

(a) Submit a timely Claim Form; ***and***
(b) Provide proof that you purchased new or received as a gift a new Philips Plasma TV in the United States; ***and***
(c) Attest (in an open ended manner) that your Philips Plasma TV failed as a result of a problem with the Power Supply Board or a damaged or non-functioning capacitor on the Power Supply Board; ***and***
(d) Attest that your Philips Plasma TV was never repaired; ***and***
(e) Attest that you never obtained any refund from any Philips-related entity or any retailer in connection with the Philips Plasma TV for which you seek relief here.

Members of Category C will receive a voucher for 30% of the amount in Schedule A that corresponds to that Class Member's Philips Plasma TV for each purchase of a Philips Plasma TV for which the required Proof is provided.

C. Settlement Class Category E

If you are a Settlement Class Member but ***cannot*** provide acceptable proof that you experienced a capacitor problem with your Philips Plasma TV through the methods described above, you fall into Category E described below.

Category E

To participate in Category C, you must:

(a) Submit a timely Claim Form; ***and***
(b) Provide proof that you purchased new or received as a gift a new Philips Plasma TV in the United States; ***and***
(c) Attest that you still own your Philips Plasma TV; ***and***
(d) Attest that you never obtained any refund from any Philips-related entity or any retailer in connection with the Philips Plasma TV for which you seek relief here.

Members of Category E will receive a voucher for 20% of the amount in Schedule A that corresponds to that Class Member's Philips Plasma TV.

7) Are There Any Limits on the Recovery?

There is no limit on the number of vouchers to be distributed in the aggregate to the Settlement Class Members. There is no limit on the value of the voucher payments under the Settlement.

If you are a Settlement Class Member in Category A, B, C, or D you can receive up to three vouchers per household and/or address.

If you are a Settlement Class Member in Category E you can receive up to one voucher per household and/or address.

There is an overall "all-in" limit of $4,000,000 in cash payments to be distributed in the aggregate to the Settlement Class Members in Categories A and B. If the cap is reached, there shall be a proration of the cash refund amounts.

Visit the settlement website at www.PhilipsPlasmaTVsettlement.com to read more about the nature of the relief to be provided to Settlement Class Members.

How You Get a Payment—Submitting a Claim Form

8) How Do I File a Claim and Get a Payment or Voucher?

To receive a voucher or payment for the Philips Plasma TV(s) you must (1) obtain a Claim Form at www.PhilipsPlasmaTVsettlement.com or by calling 1-866-xxx-xxxx and, by [insert date], follow all instructions and submit the requested paperwork about your Claim, so that your Claim can be approved. Please be careful to read and follow all the instructions on the Claim Form and submit all requested paperwork about your Claim, so that your Claim will be approved. A copy of the Claim Form is attached to this document as "Exhibit 1." Additional copies are available for downloading at www.PhilipsPlasmaTVsettlement.com, calling 1-866-xxx-xxxx, or by writing to the Claims Administrator at Philips Plasma TV Settlement Administrator, c/o Dahl, Inc., P.O. Box 2061, Faribault, MN 55021. The Claim Form must be signed by you under penalty of perjury under the laws of the United States.

If you receive a Voucher as part of the Settlement, it may be used to purchase any (i) Philips audio or video products (excluding televisions), (ii) Philips Norelco shaving and grooming products, (iii) Philips Sonicare oral care products, (iii) Philips accessories, and (iv) Avent-branded products. Vouchers shall be transferable and must be used within one year after issuance. Lost or stolen Vouchers will not be replaced or reissued.

The Claims Administrator, who has been appointed by the Court, has the authority to accept or reject your Claim according to the terms and conditions set forth in the Settlement Stipulation. The Claims Administrator may contact you to validate and verify your claims. By filing a Claim, you are consenting to the Court's jurisdiction to resolve any disputes about your Claim.

You are not required to, and should not, return your Philips Plasma TV to the Claims Administrator. If you send a Philips Plasma TV to the Claims Administrator, it becomes the sole property of Philips. Philips is not obligated to keep any returned Philips Plasma TVs, and may discard or destroy any Philips Plasma TVs returned by Settlement Class Members once the proposed Settlement becomes effective. Upon entry of the Final Order and Judgment, Settlement Class Members will be deemed to have waived and released any claims relating to the disposal or destruction of Philips Plasma TVs by Philips pursuant to the Court's orders or the proposed Settlement.

9) When Would I Get My Payment or Voucher?

The Court will hold a hearing in this case in [insert courtroom] at the U.S. District Court for the District of New Jersey, 50 Walnut Street, Newark, NJ 07101 at [insert time] on [insert date]. If the Court approves the proposed Settlement after that, there may be appeals. It is always uncertain when any appeals will be resolved, and it may take more than a year. Everyone who sends in a Claim Form will be informed of the progress of the proposed Settlement. Please be patient.

10) Tax Consequences of the Proposed Settlement

Filing a Claim under the Settlement Stipulation may have tax consequences for you, depending upon your individual circumstances. You should consult your personal tax advisor regarding the tax consequences of the Settlement and any tax reporting obligations with respect thereto. No opinion concerning the tax consequences of the proposed Settlement to any Settlement Class Member is being given, or will be given, by Philips or any of Philips's Counsel, Co-Lead Counsel or Plaintiffs' Counsel. None of the Parties to the lawsuit, their lawyers, or the

Court is providing any representation or guarantee as to the tax consequences of the proposed Settlement to any Class Member. Each Settlement Class Member is solely responsible for his/her tax reporting and other obligations respecting the proposed Settlement, if any.

11) What Am I Giving Up to Stay in the Class and Receive Benefits Under the Proposed Settlement?

If you meet the definition of "Settlement Class Member," you are part of the Settlement Class unless you file a Request for Exclusion. As part of the Settlement Class, you will be bound by the proposed Settlement and the Court orders and will be bound by the dismissals with prejudice entered in the case. You are a Settlement Class Member and bound by the proposed Settlement whether or not you file a Claim Form or receive an Award.

Also, during the time that the Settlement is being considered, the Court has entered an order barring further litigation against Philips for any of Released Claims until the final hearing on the Settlement can be heard.

When and if the proposed Settlement is approved, all Settlement Class Members who do not file a "Request for Exclusion" and the "Releasing Parties" (as defined in the Settlement Stipulation) will be deemed to release Philips, and any other "Released Party" (as defined in the Settlement Stipulation) of any liability for "Released Claims" (as defined in the Settlement Stipulation) relating to the Philips Plasma TVs, provided that nothing in these Releases shall be deemed a release of a claim for personal injuries arising out of the use of a Philips Plasma TV. The dismissals are independent of the Releases provided in this Settlement. Settlement Class Members will also provide a "Covenant Not To Sue" (as defined in the Settlement Stipulation).

When and if the Court enters the final judgment and approves this proposed Settlement, Settlement Class Members will be deemed to have given up all their rights as to the Released Claims and will be barred from suing Philips or the other Released Parties or from violating the Covenant Not to Sue. Also, when the proposed Settlement becomes effective, each of the Released and Releasing Parties shall be deemed to mutually release one another, and their respective affiliates, employees, officers and directors, and representatives from all claims relating to this lawsuit, as described in more detail in the Class Action Settlement Stipulation. Separately and in addition, Philips shall obtain the benefits of dismissal of the case against it with prejudice.

Settlement Class Members and the Released Parties may still seek the assistance of the Court to enforce the Settlement Stipulation, and the Court will continue to oversee the lawsuit in order to interpret and enforce the Settlement Stipulation.

If you are a Settlement Class Member, you may choose, at your own expense, to enter an appearance in this lawsuit personally or through a lawyer of your choice. If you do not enter an appearance before [insert date], your interests will be represented by the Plaintiffs and Co-Lead Counsel listed below.

Excluding Yourself from the Proposed Settlement

If you are a Settlement Class Member, you will automatically be bound by the terms of the proposed Settlement, unless you take affirmative steps to get out of the Settlement Class. This is called "excluding yourself" or "opting out" of the Settlement Class, and is required if you want to keep the right to sue or continue to sue Philips on your own about the legal issues and televisions at issue in *this* case.

12) How Do I Exclude Myself from the Proposed Settlement?

If you do not want to receive the benefits under this Settlement and want to exclude yourself or "opt out" from the Settlement Class, **you must send a Request for Exclusion to the Claims Administrator post-marked by [insert date]** to Philips Plasma TV Settlement Administrator, c/o Dahl, Inc., P.O. Box 2061, Faribault, MN 55021. **You cannot exclude yourself by phone or email.**

You must personally sign the Request for Exclusion and include: (1) your name; (2) your address and telephone number; (3) the serial number and model number of your Philips Plasma TV; and (4) a statement that you wish to be excluded from the Settlement Class and from participating in the proposed Settlement. Requests for Exclusion will be accepted only from the individual signing the Request. "Mass" or "class" opt-outs are not permitted.

If you "opt out" of the Class, you will not: (1) be legally bound by anything that happens in this lawsuit; (2) get any payment; (3) gain any rights under the proposed Settlement; or (4) be able to object to any aspect of the proposed Settlement. **Remember, any Request for Exclusion must be post-marked by [insert date].**

13) If I Exclude Myself, Can I Get Cash or Vouchers in the Proposed Settlement?

No. If you exclude yourself, do not send in a Claim Form to ask for any money, vouchers or other benefits provided under the Settlement. Also, you cannot object to the Settlement. But if you exclude yourself you may sue Philips in the future about the Philips Plasma TVs on your own. Note that, even if you do not exclude yourself and you remain a Class Member, the Release does not cover individual claims against Philips for personal injuries related to the Philips Plasma TVs.

14) How Do I Tell the Court I Do Not Like the Settlement?

If you're a Settlement Class Member, you can object to the proposed Settlement if you don't like any part of it. You can give reasons why you think the Court shouldn't approve it. The Court will consider your views so long as you follow the directions below.

To object, you must send a letter or notice saying that you object to the proposed Settlement in the *In re Philips/Magnavox Television Litigation*. The letter or notice of objection must contain all of the following information: (a) your name, address, telephone number and, if represented by counsel, this information for your counsel; and (b) proof of purchase or acquisition by gift of a new Philips Plasma TV (or a full attestation regarding whether you purchased a new Philips Plasma TV, including an attestation regarding why you do not have any such Proof of Purchase); (c) the serial number and model number of your Philips Plasma TV, and (d) a list of all cases in which you have filed an objection related to any class action settlement within the past three years. The objection must be personally signed by you. Mail the objection to these three places postmarked by no later than [insert date]:

CLAIMS ADMINISTRATOR	**CO-LEAD COUNSEL**	**PHILIPS' COUNSEL**
Philips Plasma TV Settlement Administrator c/o Dahl, Inc. P.O. Box 2061 Faribault, MN 55021	Andrew N. Friedman Douglas J. McNamara COHEN MILSTEIN SELLERS & TOLL PLLC 1100 New York Avenue, NW Suite 500, West Tower Washington, D.C. 20005 Michael A. Schwartz Justin B. Shane HORWITZ, HORWITZ & PARADIS 570 Seventh Ave, 20th Fl New York, NY 10018	Michael H. Steinberg Brian R. England SULLIVAN & CROMWELL LLP 1888 Century Park East, Suite 2100 Los Angeles, CA 90067

The Claims Administrator will collect any and all written objections and present them to the Court.

15) What's the Difference Between Excluding Myself and Objecting to the Proposed Settlement?

Objecting is simply telling the Court that you don't like something about the proposed Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer legally affects you.

The Court's Final Approval Hearing

The Court will hold a "Final Approval Hearing" to decide whether to approve the proposed Settlement. You may attend and ask to speak, but you don't have to.

16) When and Where is the Hearing?

On [insert date], the U.S. District Court for the District of New Jersey will hold a hearing for final approval at [insert address] in Courtroom [insert courtroom] at [insert time] to determine whether the Settlement Class was properly certified and whether the proposed Settlement is fair, adequate, and reasonable, and whether to enter final judgment in light of the proposed Settlement. The Court will listen to people who have asked to speak at the hearing. The Court will also consider how much to pay Co-Lead Counsel and whether to pay Class Representatives incentive awards of up to $750, all of which will be paid by Philips. After the hearing, the Court will make the final decision on these issues. This hearing may be continued or rescheduled by the Court without further notice. Please check the Settlement Website, www.PhilipsPlasmaTVsettlement.com, for details. We do not know how long it will take the Court to give its decision.

17) Do I Have to Come to the Final Approval Hearing?

No. Co-Lead Counsel will answer any questions that the Court may have, but you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time and in accordance with the procedures described above, the Court will consider it. You may also pay your own lawyer to attend, but it is not required.

18) May I Speak at the Hearing?

You may ask the Court for permission to speak at the Final Approval Hearing to object to: (i) the proposed Settlement; (ii) dismissal of this lawsuit in light of the proposed Settlement; (iii) the Release of Settlement Class Members' claims against Philips and the other Released Parties; (iv) the request of Co-Lead Counsel for attorneys' fees and expenses; or (v) the requests of the Settlement Class Representatives for incentive awards.

To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *In re Philips/Magnavox Television Litigation*, Civil Docket No. 2:09-cv-03072-CCC-JAD." Be sure to include your name, address, telephone number, signature, case number (2:09-cv-03072-CCC-JAD), and either a Proof of Purchase of a new Philips Plasma TV or an attestation that you purchased new or received as a gift a new Philips Plasma TV. Your Notice of Intention to Appear must be postmarked no later than [insert date] and you must send your letter to the Clerk of the Court, Co-Lead Counsel, and Philips's Counsel, at the addresses listed on page 12, in response to Question 14.

Any Settlement Class Member who does not make his or her objections according to all these requirements waives their objections to the proposed Settlement, to payment of Co-Lead Counsel for attorneys' fees and expenses, and to payment of incentive awards to Settlement Class Representatives.

You cannot speak at the hearing if you exclude yourself from the Settlement Class.

19) What Happens if the Settlement is Approved?

When and if the Court approves the proposed Settlement after the Final Approval Hearing, it will enter a "Final Judgment" which, among other things, will:

- Order all the Parties to carry our the terms of the proposed Settlement;
- Dismiss the lawsuit against Philips with prejudice; and
- Put into effect the Releases and Covenant Not to Sue detailed above.

20) What if the Court Does Not Approve the Settlement?

If the Court does not approve the Proposed Settlement, you will not receive a payment as described in this Notice. However, even if the Court does not award Co-Lead Counsel attorneys' fees and expenses, or Plaintiffs' incentive awards, but nonetheless approves the proposed Settlement, the proposed Settlement will still go through.

If the proposed Settlement fails for any reason, no Settlement Class Member will be legally affected by the proposed Settlement or anything else in this lawsuit, all the Parties in this lawsuit will be back where they were before the proposed Settlement was reached, and no Party may use or refer to the Class Action Settlement Stipulation to the disadvantage of the other Party.

The People Who Are Representing You

21) Do I Have a Lawyer in This Case?

The Court assigned the following attorneys to represent you and the other Settlement Class Members:

Andrew N. Friedman
Douglas J. McNamara
COHEN MILSTEIN SELLERS & TOLL PLLC
1100 New York Avenue, NW
Suite 500, West Tower
Washington, D.C. 20005

Michael A. Schwartz
Justin B. Shane
HORWITZ, HORWITZ & PARADIS
570 Seventh Ave, 20th Fl
New York, NY 10018

Steven A. Schwartz
Benjamin F. Johns
CHIMICLES & TIKELLIS LLP
361 W. Lancaster Avenue
Haverford, Pennsylvania 19041

You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

You are also represented by the "Plaintiffs," whom the Court assigned to serve as "Class Representatives" for you and the other Settlement Class Members.

22) How Will My Representatives be Paid?

Co-Lead Counsel will ask the Court to award them attorneys' fees and out-of-pocket expenses of up to an aggregate amount of $1,575,000.00, which, subject to Court approval, Philips will pay in addition to the benefits available to Class Members under the Settlement. The amount of attorneys' fees and expenses for Co-Lead Counsel was negotiated separately after the Parties reached agreement on all the other terms of the proposed Settlement. Philips also agreed to pay up to $750 to each Class Representative as an "incentive award" if approved by the Court, which will not affect the amount of relief available to the Class.

If You Do Nothing

23) What Happens if I Do Nothing at All?

If you do nothing, you will not receive the benefits made available from Philips pursuant to the Settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Philips concerning the legal issues in this case, ever again. Unless you exclude yourself, you must file a Claim Form and follow the other steps outlined in detail above in order to receive the benefits made available under the Settlement.

Getting More Information

24) Are More Details About the Proposed Settlement Available?

This Notice is just a summary of the proposed Settlement and may not answer all your questions. More details are in the Settlement Stipulation and the documents that are "Exhibits" to the Settlement Stipulation, including the Claim Form and information to help in determining whether you are a Settlement Class Member.

25) How Do I Get More Information?

For more information, visit www.PhilipsPlasmaTVsettlement.com or contact the Claims Administrator directly by calling 1-866-xxx-xxxx, or by writing to:

Philips Plasma TV Settlement Administrator
c/o Dahl, Inc.
P.O. Box 2061
Faribault, MN 55021

You may also read the papers about this lawsuit at the Office of the Clerk of the Court, United States District Court for the District of New Jersey, 50 Walnut Street, Newark, NJ 07101. You may seek advice from your attorney at your own expense.

PLEASE DO NOT CONTACT THE COURT, THE CLERK'S OFFICE, PHILIPS'S COUNSEL, PHILIPS OR ANY OTHER DEFENDANTS FOR INFORMATION. ALL INQUIRIES SHOULD BE DIRECTED TO THE CLAIMS ADMINISTRATOR AT THE NUMBER OR ADDRESS ABOVE.

SCHEDULE A

Model	Amount
50PF9731D/37	$135
50PF9431D/37	$125
50PF9631D/37	$120
50PF7321D/37	$110
50PF9830A/37	$90
50PF7320A/37	$85
42PF7220A/37	$85
50MF231D/37	$80
42PF5321D/37	$80
42PF7321D/37	$75
50PF7220A/37	$75
50PF9630A/37	$65
42PF9630A/37	$55
42PF7320A/37	$45

EXHIBIT 5

LEGAL NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

In re Philips/Magnavox Television Litigation
Case No. 09-3072 (D.N.J.)

If you purchased new or received as a gift a new Philips or Magnavox plasma television manufactured between November 1, 2005 and December 31, 2006, You May Be Entitled to a Partial Refund or Voucher from a Proposed Class Action Settlement.

Para una notificación en Español visite nuestra pagina de Web., www.PhilipsPlasmaTVsettlement.com.

A proposed settlement has been reached in a class action lawsuit involving certain Philips and Magnavox plasma televisions that were sold in the United States. The lawsuit claims that Philips Electronics North America Corporation ("Philips") violated the law by making, marketing and selling flat screen televisions containing internal components, called capacitors, which allegedly fail and cause the televisions to become inoperable. Philips denies these allegations, but has agreed to settle the lawsuit to avoid the costs and uncertainty of continued litigation. The proposed settlement will provide vouchers and/or partial cash refunds to certain "Settlement Class Members" who submit "Claim Forms." If you are a Settlement Class Member, you must submit a Claim Form to get a voucher or check. Claim Forms can be obtained at www.PhilipsPlasmaTVsettlement.com or by calling 1-866-xxx-xxxx. A federal court has authorized this notice. Before any money is paid, the Court will have a hearing to decide whether to approve the proposed settlement.

Am I a Class Member? You are a Settlement Class Member if you purchased, or received as a gift, a new Philips or Magnavox plasma television with a serial number reflecting a manufacturing date between November 1, 2005 through December 31, 2006, and which bear one of the model numbers listed below.

50PF9830A/37	42PF9630A/37
50PF9731D/37	42PF7321D/37
50PF9631D/37	42PF7320A/37
50PF9630A/37	42PF7220A/37
50PF9431D/37	42PF5321D/37
50PF7321D/37	50MF231D/37
50PF7320A/37	50PF7220A/37

What Does the Proposed Settlement Provide? The settlement makes available valuable benefits that include cash and transferrable vouchers that can be used for Philips products. Visit www.PhilipsPlasmaTVsettlement.com to read more about the factors that determine the amount of the refunds and/or vouchers.

What Are My Options? In order to receive these benefits, you must fill out a Claim Form and Release ("Claim Form") and return the completed Claim Form to the Claims Administrator. ***To receive a full Notice and Claim Form, please contact:***

Philips Plasma TV Settlement Administrator
c/o Dahl, Inc.
P.O. Box 2061
Faribault, MN 55021
1-866-xxx-xxxx
www.PhilipsPlasmaTVsettlement.com
claims@PhilipsPlasmaTVsettlement.com

The completed and signed Claim Form ***must be postmarked or sent to the Claims Administrator via email by [date].*** If you don't wish to be included in the proposed settlement, you may exclude yourself from the Settlement Class by notifying the Claims Administrator in writing. Any request for exclusion from the Settlement Class ***must be postmarked or sent to the Claims Administrator via email by [date]***. Or you may stay in the Settlement Class and object to any element of the proposed settlement by [insert date] in accordance with certain instructions from the Court. This process is described in greater detail on the Settlement Website.

Do I Have a Lawyer in this Case? The Court assigned the following attorneys to represent you and the other Settlement Class Members:

Andrew N. Friedman
Douglas J. McNamara
Cohen Milstein Sellers &Toll PLLC
1100 New York Avenue, NW
Suite 500, West Tower
Washington, D.C. 20005

Michael A. Schwartz
Justin B. Shane
Horwitz, Horwitz & Paradis
570 Seventh Avenue, 20th Fl
New York, New York 10023

Steven A. Schwartz
Benjamin F. Johns
Chimicles & Tikellis LLP
361 W. Lancaster Avenue
Haverford, Pennsylvania 19041

You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

You are also represented by the "Plaintiffs," whom the Court assigned to serve as "Class Representatives" for you and the other Settlement Class Members.

The Court will hold a hearing in this case in [insert courtroom] at the U.S. District Court for the District of New Jersey, 50 Walnut Street, Newark, NJ 07101 at [insert time] on [insert date], to consider whether to approve the proposed settlement, and whether to grant Co-Lead Counsel's request for $1,575,000 in attorneys' fees and expenses and to pay $750 in "incentive payments" to the Settlement Class Representatives, to which Philips does not object. You do not have to attend the hearing.

For more information and details about the proposed settlement, visit the Settlement Website at www.PhilipsPlasmaTVsettlement.com, call toll free 1-866-xxx-xxxx, or write to Philips Plasma TV Settlement, c/o Dahl, Inc., P.O. Box 2061, Faribault, MN 55021. **Please do not contact the court with questions about the settlement.**

CLAIM FORMS MUST BE POSTMARKED BY [DATE].

EXHIBIT 6

IN RE PHILIPS PLASMA TV SETTLEMENT
CLAIMS ADMINISTRATOR
C/O DAHL INC
PO BOX 2061
FARIBAULT MN 55021-2061

PRESORT
FIRST CLASS
U.S. POSTAGE
PAID
PERMIT NO. 17
FARIBAULT, MN

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

U.S. District Court for the District of New Jersey
In re: Philips/Magnavox Television Litigation, Civil Action No. 09-3072

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
YOUR LEGAL RIGHTS MIGHT BE AFFECTED BY THIS SETTLEMENT.
PLEASE READ THIS NOTICE CAREFULLY.

You have been provided with this notice because you may have purchased (or received as a gift) a new Philips or Magnavox plasma television with a serial numbers reflecting a manufacturing date of November 1, 2005 through December 31, 2006 (“Philips Plasma TV”). This lawsuit claims that that Philips Electronics North America Corporation (“Philips”) violated the law by making, marketing and selling flat screen plasma TVs containing internal components, called capacitors, which allegedly fail and cause the TVs to become inoperable. Philips denies these claims. A settlement in this lawsuit has been reached, subject to Court approval.

Under the proposed settlement, you may be entitled to benefits in the form of a partial refund or voucher. Visit the settlement website at www.PhilipsPlasmaTVsettlement.com to read more about the factors that determine the amount of the refunds and/or vouchers.

To obtain benefits from this settlement, you must submit a Claim Form, postmarked by [date]. The Claim Form can be found at the settlement website, www.PhilipsPlasmaTVsettlement.com or requested by calling 1-866-xxx-xxxx.

If you want to request exclusion from the class, you must exclude yourself from the Settlement by [date]. If you do not exclude yourself from the class, you will be bound by the settlement terms. If you stay in the class, you may formally object to the Settlement by [date]. The Court will hold a hearing on [date] to consider whether to approve the settlement, a request for incentive awards for class representatives, and a request of attorneys’ fees and expenses of no more than $1,575,000.

For more information go to www.PhilipsPlasmaTVsettlement.com or call 1-866-xxx-xxxx.

EXHIBIT 7

Email Subject: NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Email Text:

U.S. District Court for the District of New Jersey

In re: Philips/Magnavox Television Litigation, Civil Action No. 09-3072

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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Under the proposed settlement, you may be entitled to benefits in the form of a partial refund or voucher. Visit the settlement website at www.PhilipsPlasmaTVsettlement.com to read more about the factors that determine the amount of the refunds and/or vouchers.

To obtain benefits from this settlement, you must submit a Claim Form, postmarked by [date]. The Claim Form can be found at the settlement website, www.PhilipsPlasmaTVsettlement.com or requested by calling 1-866-xxx-xxxx.

If you want to exclude yourself from the class, you must request exclusion from the settlement by [date]. If you do not exclude yourself from the class, you will be bound by the settlement terms. If you stay in the class, you may formally object to the settlement by [date]. The Court will hold a hearing on [date] to consider whether to approve the settlement, a request for incentive awards for class representatives, and attorneys' fees and expenses of no more than $1,575,000.

For more information go to www.PhilipsPlasmaTVsettlement.com or call 1-866-xxx-xxxx.

Do not reply to this email for additional information. It was sent from an unattended mailbox and replies are not reviewed.